

BYLAWS
OF
1629 CLARKSON STREET CONDOMINIUMS ASSOCIATION, INC.

ARTICLE 1.

Object

1.1. Association. These are the Bylaws of 1629 Clarkson Street Condominiums Association, Inc. (the "Association") which shall operate under the Colorado Revised Nonprofit Corporation Act, as amended (the "Act").

1.2. Purpose. The purpose for which the Association is formed is to govern and administer the Common Elements and common affairs of the Owners of 1629 Clarkson Street Condominiums situated in the City and County of Denver, State of Colorado (the "Project"). The Project is subject to the Condominium Declaration for 1629 Clarkson Street Condominiums (the "Declaration") recorded in the Office of the Clerk and Recorder of Denver County, Colorado. Terms which are defined in the Declaration shall have the same meaning herein, unless otherwise defined herein.

1.3. Owners Subject to Bylaws. All present or future Owners and tenants and any other Persons who may use or occupy, in any manner, the facilities of the Project, the Common Elements or any Unit are subject to the terms and provisions of these Bylaws. The mere acquisition or occupancy of a Unit by any person shall constitute the agreement of such person that these Bylaws are accepted, ratified and will be complied with by such person.

1.4. Controlling Laws and Instruments. These Bylaws are controlled by and shall always be consistent with the provisions of the Act, the Colorado Common Interest Ownership Act ("CCIOA"), the Declaration and the Articles of Incorporation of the Association filed with the Secretary of State of Colorado, as any of the foregoing may be amended from time to time.

ARTICLE 2.

Registered Office and Agent

The registered office and agent of the Association in Colorado shall be as designated by the Board from time to time.

ARTICLE 3.
Membership, Voting, Majority or Owners, Quorum

3.1. Membership. All Owners of Units shall be Members of the Association upon the acquisition of title to a Unit and shall no longer be members upon conveyance of title to a Unit. No certificates of stock shall be issued by the Association. The terms "Owner" and "Member," when referencing a member of the Association, are used interchangeably in these Bylaws. A membership shall terminate automatically whenever a Person ceases to own a Unit, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under or in connection with the Association during the period of such ownership.

3.2. Voting. Except as otherwise provided in the Declaration, all matters coming before any meeting of members shall be decided by a vote of the majority of the votes validly cast at such meeting, provided a quorum is present and decisions so made shall be binding on all Owners. The vote upon any question shall be by ballot whenever requested by any person entitled to vote, but, unless such a request is made, voting may be conducted in any manner prescribed by the person presiding over such meeting, determined pursuant to Section 4.9 hereof.

3.3. Number of Votes. There shall be one membership and one vote in the Association for each Unit within the Project. Declarant shall hold a membership in the Association for each Unit owned by Declarant. Unless otherwise specifically provided by the Declaration or by law, the affirmative vote of a majority of the total of all Members entitled to vote on any matter shall constitute approval of such matter. The membership appurtenant to a Unit shall be entitled to one vote for each Unit owned. If there is more than one Owner of a Unit, the votes shall be cast in accordance with the Declaration.

3.4. Quorum. The presence in person or by proxy of Members having a majority of the total number of votes entitled to be cast at any meeting shall constitute a quorum.

3.5. Notices to Owners. Any notice required or permitted to be given by the Association to any Owner or any other written communication to any Owner, may be transmitted to such Owner in the manner prescribed by the Declaration, provided notice by mail of meetings of Owners need not be registered or certified.

3.6. Transfer of Memberships on Association Books. Transfers of memberships shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Unit to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous Owner of the Unit as the Member entitled to all rights in connection therewith, including the rights to vote and to receive notice.

3.7. Obligations of Members. Each Member shall have all of the obligations imposed upon a Member in the Articles of Incorporation, these Bylaws and the Declaration including, but not limited to, the following:

- (a) The duties and obligations with respect to the maintenance of the Unit as set forth in the Declaration;
- (b) The duty to pay all Assessments provided for in the Declaration; and
- (c) Such other duties and obligations as may be imposed under the Declaration, the Articles of Incorporation, the Rules and these Bylaws.

ARTICLE 4.
Meetings

4.1. Place of Meeting. Meetings of the Association shall be held at such place within the Denver, Colorado metropolitan area as the Board may determine.

4.2. Annual Meetings. The annual meetings of the Association shall be held each year on such date as shall be designated by the Board, provided that such meeting shall occur no later than nine (9) months after the end of the Association's calendar year except that the first annual meeting shall be called by the initial Board at any time it deems feasible. At any such meeting, the Owners may transact such business as may properly come before the meeting, including the election of members of the Board. Members of the Board elected by the Declarant shall serve at the pleasure of Declarant.

4.3. Special Meetings. The President may call a special meeting of members of the Association as and when he may determine or as may be requested by a majority of the members of the Board or by petition of Owners having thirty percent (30%) of the votes of the Association. Any such meeting shall be held within thirty (30) days after receipt by the President of such resolution or petition.

4.4. Record Date. For the purpose of determining Members entitled to notice of any meeting of Members, or in order to make a determination of the number of votes which a Member is entitled to cast or for any other proper purpose, the Board of Directors of the Association may fix, in advance, a date as the record date for any such determination of Members. The record date shall not be more than 30 days prior to the meeting of Members or the event requiring a determination of Members. If no record date is fixed for determining the Members entitled to notice of a meeting of the Members, Members at the close of business on the business day preceding the day on which notice is given, or if notice is waived, at the close of business on the business day preceding the day on which the meeting is held are entitled to notice of the meeting.

4.5. Voting List. Prior to each meeting of Members, the Association shall prepare in the manner provided in the Act, an alphabetical list of the names of all of the Members who are entitled to vote at the annual meeting, including the number of votes each Member is entitled to vote at the meeting. The list of Members shall be available for inspection by any Member at the time, for the purposes and in the manner provided in the Act.

4.6. Cumulative Voting Not Permitted. Cumulative voting by Members in the election of directors shall not be permitted.

4.7. Notice of Meetings. Written notice of each meeting of the Owners shall be given by or at the direction of the Secretary or other person authorized to call the meeting not less than ten (10) days and not more than fifty (50) days before such meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove an officer or director of the Association.

4.8. Waiver of Notice. Whenever any notice is required to be given to any Owner under the provisions of any statute or under the provisions of the Declaration, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether at or after the time stated therein, shall be equivalent to the giving of such notice.

4.9. Organization. Meetings of the Owners shall be presided over by the President or, if the President is not present, by a Vice President or, if the President or a Vice President is not present, by a chairman *pro tempore* chosen by a majority of the Owners entitled to vote who are present in person or by proxy at the meeting. The Secretary of the Association, or in his or her absence an Assistant Secretary, shall act as secretary of the meeting, or if neither the Secretary nor any Assistant Secretary is present, by a secretary *pro tempore* chosen by a majority of the Owners entitled to vote who are present in person or by proxy at the meeting.

4.10. Adjourned Meetings. If any meeting of Owners cannot be convened because a quorum is not present or if the business of the meeting cannot be concluded, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time for periods of no longer than thirty (30) days, 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, so long as a quorum is present.

4.11. Proxies. The right to vote by proxy shall exist only if the instrument authorizing such proxy to act shall have been personally executed in writing by the Owner. Such proxy shall be filed with the Secretary of the Association prior to the commencement of the meeting. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his or her Unit.

4.12. Action Without a Meeting - Written Ballot. Any action which may be taken at an annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of votes for approval of the action equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than the election of Directors; and (c) specify the time by which a ballot must be received by the Association in order to be counted. No Member, other than Declarant, may revoke its written ballot.

4.13. Action Without a Meeting - Written Consent. Any action required or permitted to be approved by the Members may be approved without a meeting of the Members if a sufficient number of the Members entitled to vote on such action consent to such action in writing. Approval by written consent shall be valid only when the consent is signed by Members who hold a number of votes which equals or exceeds the number of votes that would be required to approve the matter at a meeting at which all of the votes of Members entitled voted thereon were cast. Unless another record date is fixed, as provided in these Bylaws, the record date for determining the Members entitled to take action without a meeting and the number of votes represented by the Members is the date the first Member signs the consent. Written notice of Member approval pursuant to this Section shall be given to all Members who have not signed the consent. If written notice is required, Member approval pursuant to this Section shall be effective 10 days after such written notice is given.

4.14. Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call;
- (b) Proof of 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.

4.15. Rules at Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners. In the absence of such rules, Robert's Rules of Order shall be used.

ARTICLE 5.
Board of Directors

5.1. Association Responsibilities. The Owners shall constitute the Association, which shall have the responsibility of administering the Project through the Board.

5.2. Number and Qualification.

(a) The affairs of the Association shall be governed by a Board of Directors (the "Board"), which, until termination of the period of Declarant control, shall consist of three or more persons, and following such date shall consist of persons elected from among the Owners. In the case of Declarant or other corporate or partnership Owners, the officers, directors, partners, employees or agents of such entities may be members of the Board. The number of directors may be increased or decreased by amendment of these Bylaws; provided, however, the number of directors shall not be reduced to less than three (3).

(b) The terms of at least one-third (1/3) of the Directors not appointed by the Declarant shall expire annually, as established in a resolution of the Owners. At the meeting of Members where Directors are first elected, the terms of the Directors shall be designated. Directors shall continue in office until their successors have been elected, unless a Director resigns, is removed or such Director's term of office terminates because he is no longer qualified to be a Director.

(c) The Declaration shall govern appointment of Directors during the period of Declarant control.

(d) The Board shall elect the officers. The Directors and officers shall take office upon election.

(e) At any time after Owners, other than the Declarant, are entitled to elect a Director, the Association shall call a meeting and give not less than ten (10) nor more than fifty (50) days' notice to the Owners for this purpose. This meeting may be called and the notice given by any Owner if the Association fails to do so.

5.3. Powers and Duties. The 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 project. The Board may do all such acts and things as are not prohibited by law, the Articles, these Bylaws or the Declaration.

5.4. Specific Powers and Duties. The Board shall have the following powers and duties:

(a) to administer and enforce the covenants, restrictions, conditions, easements, uses, limitations, obligations and other provisions affecting the Property and the Owners, as set forth in the Declaration, the Articles and these Bylaws;

(b) to periodically fix, determine, levy, collect and enforce the assessments to be paid by each of the Owners for the purpose of paying the common expenses of the Association and the costs and expenses of the Association incurred in exercising its powers or in the performance of its functions, and to adjust, decrease or increase the amount of the assessments, refund any excess assessments to the Owners or to credit any excess assessments against any Owner's next maturing assessment installments;

(c) to fix, determine, levy, collect and enforce special assessments whenever in the judgment of the Board it is necessary to do so in order to meet capital expenses or react to emergencies which special assessments shall be imposed by written notice to the Owners, setting forth in detail the specific expenses or the emergency for which such special assessment is made;

(d) to impose fines and sanctions and collect delinquent assessments, by suit, foreclosure of the lien or otherwise and to enjoin or seek damages from an Owner, all as are provided in the Declaration, the Articles and these Bylaws;

(e) to keep in good order, condition and repair all of the Common Elements and all items of personal property, if any, used in the maintenance or enjoyment of the Project;

(f) to engage in activities which will actively foster, promote and advance the interests of the Owners;

(g) to obtain and maintain, to the extent available, all policies of insurance required by the Declaration;

(h) to protect and defend the Project and the Common Elements from loss and damage, by suit or otherwise;

(i) to acquire (by gift, purchase or otherwise), own, hold, improve, encumber, manage, control, operate, repair, maintain, build upon, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property of the Association in connection with its affairs, subject to the Declaration, the Articles and these Bylaws;

(j) to pay all expenses incurred in connection with the performance of its duties and exercise of its powers and all office, legal, accounting and other expenses incident to the conduct of the business of the Association, specifically including all licenses, taxes, charges, fees, assessments or governmental charges levied or imposed against the property or the Association;

(k) to borrow funds and to give security therefor in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration, the Articles, and these Bylaws, and to execute all such instruments in evidence of such indebtedness and security as the Board may deem necessary or desirable;

(l) to enter into contracts within the scope of the Association's duties and powers under the Articles and the Declaration and do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

(m) to establish bank accounts, either interest bearing or non-interest bearing, as may be deemed advisable by the Board;

(n) to keep and maintain detailed, full and accurate books and records showing, in chronological order, all receipts, expenses and disbursements, with appropriate specificity and itemization and upon the vote of a majority of the Owners, to cause a complete audit to be made of said books and records by a certified public accountant;

(o) at least thirty (30) days prior to each annual meeting of the Association and such other time as deemed appropriate, to prepare and distribute to the members a written itemized budget of the estimated income and expenses of the Association during the next fiscal year, including reasonable provision for contingencies and to replenish any reserves as may be necessary by reason of disbursements therefrom during the immediately preceding fiscal year;

(p) to supervise all officers, agents and employees of the Association and to assure that their duties are properly performed;

(q) to designate and remove all personnel necessary for the operation, maintenance, repair and replacement of the Common Elements;

(r) to promulgate, publish, implement and enforce rules and regulations and amendments thereto, governing the Project, the use of the Common Elements and the facilities thereon, and to govern the personal conduct of the Owners and their guests and other invitees thereon and to establish and enforce penalties for the infraction thereof;

(s) to suspend the voting rights of an Owner for failure to comply with the Declaration, the Articles, these Bylaws or the rules and regulations of the Association;

(t) to adopt, alter, amend and repeal such of these Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Articles or the Declaration; and

(u) in general, to carry on the administration of the Association and to do all things necessary or desirable to govern and operate the Project.

5.5. Managing Agent. The Board may engage a managing agent, for compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board may delegate any of the powers and duties granted to it, but notwithstanding such delegation, the Board shall not be relieved of its responsibilities under the Declaration, the Articles or these Bylaws.

5.6. Executive Committee. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint an Executive Committee, which shall consist of two (2) or more Directors and which, unless otherwise provided in such resolution, shall have and exercise all the authority of the Board of Directors except such authority as may be exercised only by the Board of Directors.

5.7. Other Committees of Association. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more other committees of the Board of Directors, which may consist of or include Members or other persons who are not Directors, provided that all such committees shall have two or more Directors as committee members. Any such committee shall have and exercise such authority as shall be specified in the resolution creating such committee except such authority as can only be exercised by the Board of Directors.

5.8. General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law. All committee members shall serve at the pleasure of the Board. The provisions of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of Directors shall be applicable to meetings of committees of the Board of Directors. Committees established by the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required by the Board.

5.9. Vacancies. Vacancies in the Board caused by any reason other than the removal of a director by a vote of the Owners shall be filled by the majority vote of the remaining directors, even though they may constitute less than a quorum and each person so elected shall be a director until the expiration of the term of which he was appointed.

5.10. Removal of Directors. At any annual or special meeting of the Owners, any one or more of the directors may be removed, with or without cause, by the vote of a majority of the Owners then entitled to vote at an election of directors and a successor may then and there be elected to fill any vacancy thus created. The Owners, by a vote of 66 $\frac{2}{3}$ % of all Owners present entitled to vote at a meeting of the Owners at which a quorum is present, may remove any director, with or without cause, other than a director appointed by the Declarant. Any director whose removal is proposed shall be given an opportunity to be heard at such meeting, if he is present.

5.11. Resignations. A director may resign at any time by mailing or delivering written notice of his or her resignation to the Board at the Association's principal office or to the President of the Association. Any such resignation shall take effect at the time specified therein, or if no time be specified, at the time of receipt thereof.

5.12. Organization Meeting. The first meeting of a newly elected Board shall be held within thirty (30) days after such election, at such place as shall be fixed by the directors at the meeting at which such election occurred and no notice shall be necessary to the newly elected directors in order to convene such meeting, providing a majority of the new Board was present at such election meeting.

5.13. Regular Meetings. Regular meetings of the 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 such meetings shall be held each year. Notice of regular meetings of the Board shall be given to each director at least three (3) days prior to the day fixed for such meeting.

5.14. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each director, which notice shall set forth the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President on receipt of a written request by at least two (2) directors, unless there is but one director, in which case, on receipt of a written request of the director.

5.15. Notices. All notices to a director required by these Bylaws shall be addressed to such director at his or her residence or usual place of business, if given by mail, but may also be given by telephone, facsimile or by personal delivery. No notice need be given of any adjourned meeting.

5.16. Waiver of Notice. At or before the commencement of any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be equivalent to the giving of such notice and attendance by a director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.17. Quorum of the Board. At all meetings of the Board, a majority 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 constitute the acts of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods no longer than one week until a quorum is obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, so long as a quorum is present.

5.18. Action by Directors or Committee Without Meeting. Any action required or permitted to be taken at a meeting of the directors or any committee thereof 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 or members of such committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members of the board or of such committee, as the case may be. A consent shall be sufficient for this section if it is executed in counterparts, in which event all of such counterparts, taken together, shall constitute one and the same consent.

5.19. Proxies. For purposes of casting a vote for or against a particular proposal, a Director shall be deemed to be present at a meeting and to vote if the Director has granted a signed written proxy to another Director who is present at the meeting, authorizing the other Director to cast the vote that is to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Directors may not otherwise vote or otherwise act by proxy.

5.20. Compensation. The members of the Board shall serve without salary or other compensation.

ARTICLE 6. Committees

The Board may appoint committees, as it deems appropriate, to perform its duties and to exercise its powers.

ARTICLE 7.

Officers

7.1. Designation. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may also elect an Assistant Secretary, an Assistant Treasurer, or both.

7.2. Election of Officers. All officers, except those elected by a Board whose members are appointed by Declarant, shall be Owners and the President shall be a director. One person may hold concurrently more than one office. Any vacancy in an office shall be filled by the Board.

7.3. Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of each newly elected Board. Officers shall hold office for one year unless he or she shall sooner resign or shall be removed, or otherwise be disqualified to serve.

7.4. Removal of Officers and Other Personnel. Upon an affirmative vote of a majority of the members of the Board, any officer or employee of the Association may be removed, either with or without cause, and his successor may be elected or appointed at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

7.5. Resignation. Any officer or agent of the Association may resign at any time by giving written notice thereof to the Board or to the President of the Association. Any such resignation shall take effect at the time of receipt of such notice or at any later time specified therein and, unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the Owners from time to time as may be deemed appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Owners at any regular or special meeting.

7.7. Vice President. The Vice President shall have all of the powers and authority and perform all of the functions and duties of the President, in the absence of the President or upon the President's inability for any reason to exercise such powers and functions or perform such duties.

7.8. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Owners; shall have charge of such books and papers such as the Board may direct; and shall in general perform all of the duties incident to the office of Secretary. The Secretary shall compile and keep current at the principal office of the Association, a complete list of Owners and the addresses of their residences as shown on the records of the Association. Such list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same during regular business hours. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

7.9. Treasurer. The Treasurer shall have responsibility for Association funds, shall keep the financial records and books of account of the Association and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the name of and to the credit of the Association in such banks or depositories as may from time to time be designated by the Board. Assistant Treasurers, if any, shall have the same duties and powers, subject to supervision by the Treasurer.

7.10. Amendments to Declaration. Any amendment to the Declaration which is approved in the manner provided in the Declaration may be prepared, executed, certified and recorded on behalf of the Association by the President or a Vice President and the Secretary or an Assistant Secretary of the Association or such other officers of the Association as may be so authorized by the Board of Directors.

ARTICLE 8.
Indemnity 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 counsel 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 such director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be guilty of gross negligence or willful misconduct. In the event of settlement, indemnity shall be provided only in connection with such matters covered by such settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of duties as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnity provisions shall be treated and handled by the Association as a common expense. Nothing contained in this Article, however, be deemed to obligate the Association to indemnify any 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 an Owner under or by virtue of the Declaration of his ownership of a Unit, as distinguished from his conduct and activities as an officer or director of the Association.

ARTICLE 9.
Assessments

- 9.1. Assessments. If any assessment installment is not paid when due, the Association may:
- (a) bring an action at law against the Owner personally obligated to pay the same; or
 - (b) foreclose the lien against such Owner's Unit;
 - (c) simultaneously maintain such action and foreclosure proceeding; or
 - (d) take any other action permitted by the Declaration or applicable law.

ARTICLE 10.
NOTICE AND HEARING PROCEDURE

10.1. Right to Hearing. The Board of Directors will not impose a fine, suspend voting or suspend any rights of a Member, Guest or other user of the Project for violations of the Declaration, the Rules, these Bylaws or of any of the provisions of the Project Documents unless and until the procedures set forth in this Article are followed, except no notice or hearing shall be required where an emergency exists or, if permitted by the Project Documents, the Board of Directors commences an action in a court of law. The procedures in this Article are the Notice and Hearing required pursuant to the Declaration.

10.2. Notice of Violation. Upon the occurrence of any alleged violation for which the Board of Directors desires to impose sanctions against the alleged violator (the "respondent"), the Board, prior to imposing any sanction, shall give the respondent written Notice of the alleged violation, which Notice, at the option of the Board, shall be either (a) a Notice of Violation and Right to Hearing (a "Notice of Hearing"), or (b) a Demand to Cease and Desist.

10.3. Cease and Desist Demand. If the Notice is a Demand to Cease and Desist, the Notice shall specify: the alleged violation; the action required to abate the violation; and, if such violation is a continuing one, a time period of not less than 10 days during which the violation may be abated or cured without further sanction or, if the violation is not continuing, a statement that any additional similar violation may result in the imposition of a sanction after Notice and Hearing. At any time within 12 months of a Demand to Cease and Desist, if the violation continues past the period allowed in the Notice for abatement or cure without sanction or the same or a similar violation has allegedly occurred, the Board may serve the respondent with a written Notice of Hearing.

10.4. Notice of Hearing. A Notice of Hearing will contain the following:

- (a) the nature of the alleged violation;
- (b) the time of the hearing, which time will be not less than 15 days from the giving of the notice;
- (c) the place of the meeting, which will be in Denver, Colorado, unless another place is agreed to by the respondent;
- (d) an invitation to attend the hearing and produce any statement, evidence and witness on the Member's behalf; and
- (e) the proposed sanction or sanctions which may be imposed.

Any written Notice given by mail shall be given by first class or certified mail sent to the last address of the Member shown on the records of the Association or, if the respondent is not a Member, at the last address of the respondent as the Association may have in its records.

10.5. Hearing. The Hearing will be held pursuant to the Notice, affording the respondent a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of Notice and the invitation to be heard will be placed in the minutes of the meeting of the Board of Directors. Such proof will be deemed adequate if a copy of the Notice, together with a statement of the date and manner of delivery, is entered by the person who delivered the Notice. The notice requirement will be deemed satisfied if the respondent appears at the meeting. The respondent may be represented by counsel. The minutes of the meeting will contain a written statement of the results of the Hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The decision of the Board of Directors will be final.

10.6. Hearing Committee. The Board of Directors may in its discretion appoint a Hearing Committee as an alternate tribunal to hear the matter. A Hearing Committee shall be comprised of at least three persons whom the Board of Directors believe will be able to afford a fair and impartial hearing. The Committee members need not be Directors or Members. If a Hearing Committee is appointed, the same Notice and Hearing procedures will apply except that either party may appeal the decision of the Hearing Committee to the Board of Directors by written notice to the Hearing Committee, the other party and the

Board of Directors, which notice must be given within 15 days following the decision of the Hearing Committee. The Board of Directors will consider the minutes of the Hearing and report the decision of the Board within a reasonable period of time not exceeding 60 days after receipt of the notice. The decision of the Board will be final and nonappealable.

10.7. Hearing Procedures. The Board of Directors or Hearing Committee, as the case may be, shall have the right to establish such Hearing rules and procedures as they deem appropriate. The Hearing need not be conducted according to any technical rules relating to evidence or witnesses, except the presenting party will provide copies of any written evidence to the other party or parties. The Hearing shall be open to all Members. Neither the respondent nor any accusing person need be in attendance.

10.8. Nonpayment of Assessment. The foregoing procedures will not be necessary in order to impose any sanction for nonpayment of a delinquent Assessment, including, but not limited to, imposing default interest, charging a late charge, assessing collection costs and attorney fees and commencing a foreclosure action.

ARTICLE 11.
Miscellaneous

11.1. Fiscal Year. Each fiscal year of the Association shall commence on January 1 and terminate on the following December 31, except that the first fiscal year shall begin on the date of incorporation of the Association. The Board shall have the rights from time to time to select any other fiscal year it deems proper.

11.2. Records. The Association shall keep the following records:

(a) An account for each Unit, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each common expense assessment, the dates on which each assessment comes due, the amounts paid on the account and the balance due;

(b) An account for each Owner showing any other fees payable by the Owner;

(c) A record of any capital expenditures in excess of \$500.00 approved by the Board for the current and next two (2) succeeding fiscal years;

(d) A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;

(e) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;

(f) The current operating budget adopted pursuant to the Declaration;

(g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;

(h) A record of insurance coverage provided for the benefit of Owners and the Association;

(i) A record of any alterations or improvements to Units or Limited Common Elements which violate any provisions of the Declarations of which the Board has knowledge;

(j) A record of any violations, with respect to any portion of the Project, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Board has knowledge;

(k) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Project;

(l) Tax returns for state and federal income taxation;

(m) Minutes of proceedings of incorporators, Members, Directors, committees of Directors and waivers of notice; and

(n) A copy of the most current versions of the Declaration, the Articles of Incorporation, these Bylaws, the Rules, and resolutions of the Board, along with their exhibits and schedules.

11.3. Seal. The Board may adopt a corporate seal of such design as it may deem appropriate from time to time. Any officer or director of the Association shall have the authority to affix the corporate seal of the Association to any document requiring the same.

11.4. Examination. Any Owner or First Mortgagee (or any insurer or guarantor of a First Mortgage) may inspect the Association's records of receipts and expenditures during normal weekday business hours. Upon ten (10) days' notice to the Board and upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), any Owner, First Mortgagee or prospective Owner or First Mortgagee shall be furnished a statement of such Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner and any such statement shall be conclusive upon the Association as to any Person who requested the same and acts in reliance thereon.

11.5. Waivers of Notice. Whenever any notice is required to be given by law or under the provisions of the Declaration, the Articles or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether at or after the time such notice is required to be given, shall be deemed the equivalent of notice.

11.6. Amendments. These Bylaws may be altered, amended or repealed by the Members, at a meeting called for that purpose, and adopt new Bylaws by 66 2/3% of all of the votes of the Members, provided that during the Declarant Control Period or as long as Declarant owns any Units, any such alteration, amendment or repeal must be approved in writing by Declarant. Any amendment to the Articles of Incorporation or these Bylaws which is required to be approved by Declarant shall be effective only if Declarant approves the amendment in writing.

11.7. Limitation on Amendments. No amendment of the Articles or of these Bylaws shall be contrary to or inconsistent with any provision of the Declaration.

11.8. Document Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws or between the Declaration and the Articles, the Declaration shall control.

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

11.10. Character of Association. This Association is not organized for profit. No Owner, member of the Board, officer or other Person 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 or be distributed to or inure to the benefit of, any member of the Board, officer or Member, except upon dissolution of the Association, provided, however, (a) that reasonable compensation may be paid to any Member, manager, director or officer while acting as an agent or employee of the Association for services actually rendered in effecting one or more of the purposes of the Association; and (b) 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.

11.11. Conveyances and Encumbrances. Property of the Association may be purchased, conveyed or encumbered by authority of the Board. Conveyances or encumbrances shall be by instrument executed by the President or Vice President and attested by the Secretary, the Treasurer or an Assistant Secretary or an Assistant Treasurer or executed by such other person or persons to whom such authority may be delegated by the Board in writing. Additional liens, other than mechanic's liens, assessment liens or tax liens may not be obtained against any of the Common Elements, except by the conduct of an Owner which results in the imposition of a lien upon his Unit and the appurtenant undivided interest in the Common Elements.

11.12. Statement of Account. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within 14 calendar days after receipt of the request and is binding on the Association, the Board, and every Owner. If no statement is furnished to the Owner or holder of a security interest or his or her designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

11.13. Loans to Directors and Officers Prohibited. No loan shall be made by the Association to its Directors or officers and any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

11.14. Limited Liability. As provided in the Declaration, the Association, the Board of Directors, the officers of the Association, Declarant and any member, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act on behalf of the Association if the action taken or failure to act was in good faith and without malice.

11.15. Minutes and Presumptions Thereunder. Minutes or any similar record of the meetings of Members or of the Board of Directors, when signed by the Secretary or acting Secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

11.16. Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such Person or Persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

11.17. Execution of Documents. The Board of Directors, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

11.18. Conflict with CCIOA. These Bylaws are intended to comply with the requirements of CCIOA. If any of these Bylaws conflict with the provisions of CCIOA, the provisions of CCIOA will govern and control.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of 1629 CLARKSON STREET CONDOMINIUMS ASSOCIATION, INC., a Colorado nonprofit corporation; and

2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the Board of Directors of the Association as of September 26, 2001.



Paul C. Williams, Secretary