

**BY-LAWS OF THE**  
**BENEDICT COMMONS CONDOMINIUM ASSOCIATION**

ARTICLE I

NAME

1. The name of the organization shall be the Benedict Commons Condominium Association.

ARTICLE II

PURPOSES

1. The purpose for which this non-profit Association is formed is to govern the condominium property which has been or will be submitted to the provisions of the Colorado Common Interest Ownership Act of the State of Colorado by the recording of the declaration and supplements thereto and maps and supplements thereto bearing the name associated with this Association.
2. All present or future owners, tenants, future tenants, or any other person that might use or have an interest in any manner in the facilities of the project located on the property therein described are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be compiled with.

ARTICLE III

MEMBERSHIP, QUORUM, VOTING

1. Membership. Each owner of a condominium unit shall automatically be a regular member of the Association. If fee simple title to a condominium unit is held by more than one person or entity, the membership appurtenant to that unit shall be shared by all such persons or entities in same proportionate interest as fee title to the unit is held. Membership shall terminate without any formal Association action whenever a person ceases to own a condominium unit; provided, however, such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in the Association. Termination shall not impair any rights or remedies which the unit owners have, either through the Executive Board of the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.
2. Voting. Except as provided otherwise in the Condominium Declaration, voting shall be based upon one vote per unit, without regard for the percentage of the undivided interest owned by each unit owner in the general common elements or allocation of common expenses and liability. An owner of an undivided interest in and to a condominium unit shall be entitled to a vote equal to his ownership interest in such unit, subject to the voting provisions set forth in Paragraph 5.5 of the Condominium Declaration. Cumulative voting is prohibited.

if it is addressed "To the Owner" at the address of the Condominium Unit of such Owner. For purposes of determining members entitled to notice, the Executive Board may set a record date pursuant to the provisions of the Declaration and Colorado law.

6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.
7. Order of Business. The order of business at the annual meeting of the owners of units shall be as follows:
  - a. Roll call and certifying proxies
  - b. Proof of notice of meeting or waiver of notice
  - c. Reading and/or disposal of unapproved minutes
  - d. Reports of Officers
  - e. Reports of Committees
  - f. Election of Managers
  - g. Unfinished Business
  - h. New Business
  - i. Adjournment

## ARTICLE V

### EXECUTIVE BOARD

1. Number and Qualification. The initial Executive Board shall be as set forth in the Articles of Incorporation, and these Board members shall hold office until the first annual meeting of the Association. At the first annual meeting of the Association, there shall be elected not less than five (5) members of the Association to the Executive Board who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.
2. Power 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 the condominium project as a first class residential condominium property. The Executive Board may do all such acts and things except as by law or by these By-Laws or by the Condominium Declaration may not be delegated to the Executive Board.
3. Other Powers and Duties. Such powers and duties of the Executive Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the condominium units:
  - a. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Colorado Common Interest Ownership Act of the State of Colorado, the By-Laws of the Association and supplements and amendments thereto.
  - b. To establish, make, amend and enforce compliance with such rules and regulations as may be necessary for the use and occupancy of all of the condominium units and the operation and use of the common elements, with the right to amend same from time to time. A copy

- j. To enter into contracts to carry out their duties and powers.
- k. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable.
- l. To make repairs, additions, alterations and improvements to the general common elements consistent with managing the condominium projects in a first class manner and consistent with the best interests of the unit owners.
- m. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to be able to provide complete audit of the books and accounts by a certified or public accountant upon request of at least one-third (1/3) of the unit owners, but in any case no more often than once in any calendar year.
- n. To prepare and deliver annually to each owner a statement showing receipts, expenses or disbursements of the Association since the last such statement.
- o. To meet at least twice each calendar year.
- p. To designate the personnel necessary for the maintenance and operation of the general and limited common elements.
- q. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this condominium property.
- r. To control and manage the use of all parking areas.
- s. To appoint or employ a managing agent to exercise any and all powers of the Executive Board. The Executive Board may employ a manager or managing agent for the Association at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed above. Any such delegation, however, shall not relieve the Executive Board of its responsibilities under the Declaration. If and to the extent that the Executive Board delegates its powers relating to the collection, deposit, transfer or disbursement of Association funds through a manager or managing agent, such manger or managing agent shall:
  - 1) Maintain fidelity insurance coverage or a bond in an amount not less than \$50,000.00 or such higher amount as the Executive Board may require; and
  - 2) Maintain all funds and accounts of the Association separate from the funds and accounts of any other associations managed by the manager or managing agent, and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and
  - 3) Have prepared and present to the Association an annual accounting for Association funds and financial statement, which accounting and financial statement shall be prepared by the managing agent, a public accountant, or a certified public accountant.

4. No Waiver of Rights. The omission or failure of the Association or any condominium unit owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other

12. Executive Board Quorum. At all meetings of the Executive Board, a majority of the Executive Board Members shall constitute a quorum for the transaction of business, and the acts of the majority of the Executive Board Members present at a meeting at which a quorum is present shall be the acts of the Executive Board. If, at any meeting of the Executive Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
13. Fidelity Bonds. The Executive Board may require that all officers and employees of the Association and the managing agent handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.
14. Compensation. No member of the Executive Board shall receive any compensation for acting as such, but shall be entitled to reimbursement for any actual out-of-pocket expenses incurred in the performance of his duties.

## ARTICLE VI

### DECLARANT CONTROL

1. Declarant Control of the Association. During the period of Declarant control, the Declarant may appoint and remove the officers and members of the Executive Board of the Association, notwithstanding anything to the contrary in these By-laws. The period of Declarant control commences after the initial recording of the map for the Condominium and terminates no later than the earlier of:
  - a. Sixty (60) days after conveyance of seventy-five percent (75%) of all of the units that may be created and sold to owners other than Declarant; or,
  - b. Two (2) years after the last conveyance of a unit by the Declarant in the ordinary course of business to owners other than the Declarant; or
  - c. Two (2) years after any right to add new units was last exercised; or
  - d. Five (5) years after the date of initial recording.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control. In that event, the Declarant may require, for the duration of the period of Declarant control that specified actions of the Executive Board, as described in a recorded instrument recorded by the Declarant, be approved by the Declarant before they become effective.

2. Elections by Owners.
  - a. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the units to owners other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by owners other than the Declarant.

- b. Not later than sixty (60) days after conveyance of fifty percent (50%) of the units to owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by Owners other than the Declarant.
  - c. Not later than the termination of the period of Declarant control, the owner shall elect an Executive Board, a majority of whom shall be owners other than Declarant.
3. Delivery of Documents by Declarant. Within sixty (60) days after the members of the Association other than the Declarant, elect a majority of the members of the Executive Board, the Declarant shall deliver to the Executive Board, without any charge to the Association, all property of the owners and of the Association held by or controlled by the Declarant.

## ARTICLE VII

### OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Executive Board, and such assistant officers as the Executive Board shall, from time to time, elect. Such officers need not be members of the Executive Board, but each shall be an owner of a condominium unit in this condominium project, or the declarant, or their representative(s). The offices of President and Secretary may not be held by the same person.
2. Election of Officers. The officers of the Association shall hold office for a term of one year and be elected annually by the Executive Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.
3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Executive Board or a sixty-seven percent (67%) majority vote of the members, any officer may be removed, either with or without cause. His successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Board called for such purpose.
4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Executive Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.
5. Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.
6. Secretary. The Secretary shall keep all the minutes of the meetings of the Executive Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Executive Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the By-Laws.

The Secretary shall compile and keep up to date a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such members,

the undivided interest in the general common elements. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times.

7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Executive Board. In the event a managing agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the managing agent not less often than twice each calendar year.

## ARTICLE VIII

### INDEMNIFICATION OF OFFICERS, EXECUTIVE BOARD MEMBERS AND MANAGING AGENT

1. Indemnification. The Association shall have the following powers regarding indemnification:
  - a. To indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Executive Board, officer, employee, or agent of the Association or is or was serving at the request of the Association as a member of the Executive Board, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with that action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, regarding any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent will not of itself create a presumption that the person did not act in good faith and in the manner which he or she reasonably believed to be in the best interests of the Association and, regarding any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
  - b. To indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a member of the Executive Board, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of that action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made regarding any claim, issue, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for those expenses which the court deems proper.

## ARTICLE IX

### EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Except for those owners who initially purchase a condominium unit from declarant, any person on becoming an owner of a condominium unit shall furnish to the managing agent or Executive Board a machine or a certified copy of the recorded instrument vesting that person with an interest or ownership in the condominium unit, which copy shall remain in the files of the Association.
2. Registration of Mailing Address. The owners or several owners of an individual condominium unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications. Such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit owner or owners shall be furnished by such owners to the managing agent or Executive Board within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the condominium unit or by such persons as are authorized by law to represent the interest of (all of) the owners thereof.
3. Delinquency. No owner shall have the right to vote in person or by proxy at an annual or special meeting of the members of the Association who is delinquent in the payment of an assessment made against him.
4. Good Standing to Vote. The requirements herein contained in this Article IX shall be first met before an owner of a condominium unit shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

## ARTICLE X

### OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly or quarterly assessments imposed by the Association to meet the common expenses. Unless otherwise set out in the Declaration, the assessments shall be made pro rata according to percentage or fractional interest and to the general common elements and shall be done in advance.
2. Notice of Lien or Suit. An owner shall give notice to the Association of every lien or encumbrance upon his condominium unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his condominium unit, and such notice shall be given in writing within five (5) days after the owner has knowledge thereof.
3. Maintenance and Repair.
  - a. Every owner must perform promptly, at his own expense, all maintenance and repair work within his own unit and the limited common elements appurtenant to his unit for which he is responsible pursuant to the provisions of the Declaration which, if omitted, would affect the appearance of or the aesthetic integrity of part or all of the condominium project.

his attorney-in-fact to deal with the owner's condominium unit upon its damage, destruction or obsolescence, all as is provided in the Condominium Declaration.

## ARTICLE XI

### ASSOCIATION - NOT FOR PROFIT

This Association is not organized for profit. No member, member of the Executive Board, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the 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, officer or member; provided, however, always: 1) that reasonable compensation may be paid to any member, Executive Board Member or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; and 2) that any member, Executive Board Member 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.

## ARTICLE XII

### INSPECTION OF RECORDS: STATEMENT OF ACCOUNT

1. Inspection of Records. The Executive Board or managing agent, as the case may be, shall keep detailed accurate records of the receipts and expenditures affecting the general and limited common elements. Such records authorizing the payments shall be available for examination by the unit owners at convenient weekday business hours.
2. Statement of Account. Upon the payment of a reasonable fee as determined from time to time by the Association and upon written request of any owner or any person with any right, title or interest in a condominium unit or intending to acquire any right, title or interest in a condominium unit, the Executive Board or managing agent shall furnish a written statement of account setting forth the amount of any assessments, charges, fines or penalties, if any, due or accrued and then unpaid with respect to a condominium unit and the amount of the assessment for the current fiscal period of the Association payable with respect to the condominium unit, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid.

## ARTICLE XIII

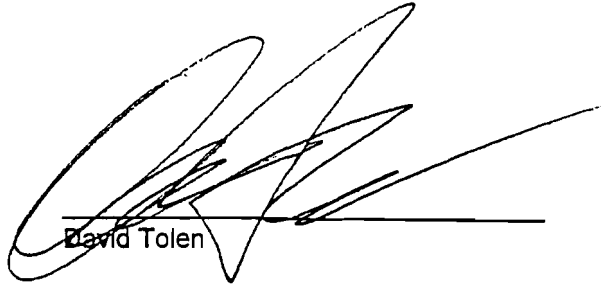
### RESTRICTIONS ON SALE


Each condominium unit shall be subject on sale or leasing thereof to any and all restrictions imposed by the Aspen/Pitkin County Housing Authority and contained in a resale/rental agreement (running to the benefit of the Authority) or any other document of record with the Pitkin County Clerk and Recorder.

IN WITNESS WHEREOF, the undersigned Executive Board have hereunto set their hands this 12<sup>th</sup> day of March, 1996 .

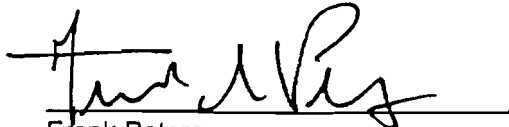
Executive Board:

  
James L. Curtis

  
David Tolen

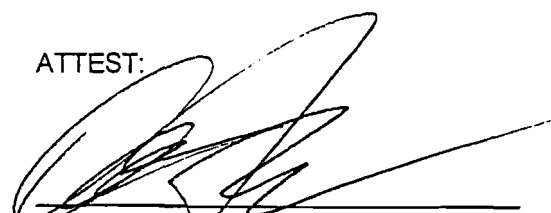
  
Elizabeth Krizmanich

  
Jacquelyn Kasabach

  
Frank Peters

The undersigned Secretary of the Benedict Commons Condominium Association does hereby certify that the above and foregoing By-Laws were duly adopted by the Executive Board of said Association on the 12<sup>th</sup> day of March, 1996.

ATTEST:

  
David Tolen, Secretary

