

BYLAWS  
OF  
BILLINGS PLACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
OBJECT AND DEFINITIONS

1.1 Purpose. The purpose for which this Association is formed is, in conjunction with the Ute Trail Townhomes Condominium Association, Inc., to govern the condominium property situate in the County of Pitkin, State of Colorado, which property is described more fully as follows:

UTE TRAIL TOWNHOUSES/BILLINGS PLACE CONDOMINIUMS, according to the Plat thereof recorded in Plat Book 33 at Page 79, and as defined and described in the Condominium Declaration therefor recorded December 22 \_\_\_\_\_, 1994, in Book 770 at Page 185,

COUNTY OF PITKIN,  
STATE OF COLORADO

(the "Project"), and which property has been submitted to the provisions of the Colorado Common Interest Ownership Act by a "Condominium Declaration" (the "Declaration") recorded in the real property records of Pitkin County, Colorado.

1.2 Assent. All present or future owners, tenants, future tenants or any other person occupying, using or entering on the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Condominium Units (the "Units") of the Project or the mere act of occupancy of any of such units shall constitute an acceptance and ratification of these Bylaws.

1.3 Definitions. Except as qualified below and unless otherwise specified, the terms and definitions herein contained shall have the same meaning in these Bylaws as such terms have in the Declaration and the Articles of Incorporation of the Association. However, inasmuch as this Association is acting in conjunction with another association whose authority and responsibilities are elsewhere defined, all capitalized or defined terms herein shall be so construed as to be applicable only to those portions of the Real Property (so defined in the Declaration) lying to the South of the Project Division Line (also so defined in the Declaration).

ARTICLE II  
MEMBERSHIP

2.1 Membership. Ownership of a Unit is required in order to qualify for membership in the Association. Any person on becoming an Owner of a Unit shall automatically become

a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such 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 any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of Managers of the Association or others may have 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. Membership is appurtenant to a Unit and may not be separately conveyed, encumbered, or abandoned. If fee simple title to a Condominium Unit is held by more than one person or entity, the membership appurtenant to that Condominium Unit shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership as fee simple title to the Condominium Unit is held. Membership in the Association shall be limited to Owners of Condominium Units in the Project and shall not include persons or entities who hold an interest in a condominium unit merely as security for the performance of an obligation.

### ARTICLE III MEETINGS

3.1 Place of Meeting. Meetings of the members shall be held at such place, in Aspen, Colorado, as the Board may determine.

3.2 Annual Meeting. The first annual meeting of the Association shall be held no later than February 1, 1995 on a date and at a time determined by the Board of Managers. Thereafter, the annual meetings of the Association shall be held once each calendar year on dates selected by the Board. The purpose of the annual meeting is for the election of Board of Managers and the transaction of such other business of the Association as may properly come before the meeting, including approval of the Association budget for the ensuing year.

3.3 Special Meetings. The President may call a special meeting of the Owners upon his own initiative or as directed by resolution of the Board of Managers or upon receipt of a petition signed by at least one-half (1/2) (in total interest in and to the Common Elements) of the Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3) of the Owners present, either in person or by proxy. Any such meeting shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

3.4 Notice of Meetings. Written notice stating the place, day, and hour of each meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting to the registered mailing address of each Owner entitled to vote at such meeting, and to each first priority Mortgagee of a Unit if such Mortgagee has filed a written request for such notice with the Secretary at least ten (10) days prior to any

such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the registered mailing address as it appears on the records of the Association, with postage thereon prepaid.

3.5 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

3.6 Order of Business. The order of business at the annual meetings 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.

3.7 Voting. The Owner(s) of each Unit shall be entitled to one vote on all matters on which a Unit Owner is entitled to vote. If title to any Unit shall be held by two or more members, then such members shall designate one of their number to cast one vote for the Unit so held in multiple ownership. Cumulative voting in the election of members of the Board of Managers shall not be permitted. Unless otherwise expressly provided in these Bylaws or the Declaration, any action which may be taken by the Association may be taken by a majority vote of a quorum of the members.

3.8 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and must be filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease to be effective on the earlier of one (1) year from the date of the proxy, or if applicable, after completion of the particular meeting for which the proxy was filed, or upon conveyance by the member of title to the member's Unit.

3.9 Designation of Voting Representative-Proxy. If title to a Unit is held by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, a proxy must be executed and filed with the Association appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and to cast whatever vote the Owner would be entitled to vote as provided in the Declaration. Such proxy shall be effective and remain in force until and unless voluntarily revoked, amended, or sooner terminated by operation of law.

3.10 Definition of Percentage. Whenever any percentage of Unit Owners is required herein, such percentage shall refer to the designated percentage of interest in the Common Elements of the Project as set forth in the Declaration, and shall not mean a percentage of the total members in the Association.

3.11 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of members representing at least fifty percent (50%) of the total votes of the Association then entitled to be cast shall constitute a quorum.

3.12 Action Without Meeting. Any action which, under the provisions of the Colorado Non-Profit Corporation Act, may be taken at a meeting of the members, may be taken without a meeting if such action is authorized by a writing signed by all of the members who would be entitled to vote at a meeting and filed with the Secretary.

3.13 Waiver. The transaction of business at any regular or special meeting of the members, however called and noticed, shall be valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

3.14 Minutes. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

3.15 Attendance. Each first priority Mortgagee of a Unit or of Association Real Property, may designate a representative to attend all special and regular meetings of members. Meetings shall be open to attendance by all members and any persons holding currently valid voting proxies of members.

#### ARTICLE IV BOARD OF MANAGERS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board composed of three (3) persons who shall be members of the Association. The initial or first sitting Board of Managers shall serve until the first annual meeting of the Association.

4.2 Election and Term of Office. The term of office of each member of the Board of Managers shall be fixed at one (1) year. The members of the Board of Managers shall hold office until their successors have been duly elected and qualified.

4.3 Removal of Managers. At any regular or special meeting of the members duly called, any one or more of the members of the Board of Managers may be removed with or without cause by a Majority Vote of a quorum of members, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Board shall designate by resolution or motion when such regular and special meetings shall be held. A successor shall be elected for the unexpired term of his predecessor in office, which successor must meet the qualifications set forth in paragraph 4.1, above.

4.4 Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member of the Board of Managers by a vote of the Association shall be filled by a vote of the majority of the remaining members of the Board of Managers, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Managers until a successor is elected at the next annual meeting of the Association.

4.5 Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the members of the Board of Managers. Any of such meetings may be held by telephone. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, personally or by mail, telephone, or telegraph, at least seven (7) days prior to the day named for such meeting. At least one such meeting shall be held during each fiscal year.

4.6 Special Meetings. Special meetings of the Board of Managers may be called by the President, or if he is absent or refuses to act, by the Vice President, on three (3) days' notice to each member of the Board of Managers, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of one or more members of the Board of Managers. Special meetings may be held by telephone.

4.7 Waiver of Notice. Before, at, or after any meeting of the Board of Managers, any members of the Board may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance at any meeting of the Board of Managers shall be a waiver of notice of the time and place thereof. If all of the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.8 Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, 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.

4.9 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Board may do all such acts and things as are not by law or by the Articles of Incorporation or these Bylaws or by the Declaration directed to be exercised and done by the members.

4.10 Other Powers and Duties. The Board shall be empowered and shall have the following duties:

a. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration, the Bylaws of the Association, and supplements and amendments thereto.

b. To establish, make, and enforce compliance with such reasonable rules as may be necessary for the operation, use, and occupancy of the Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each member of the Association promptly upon the adoption thereof.

c. To incur such costs and expenses as may be necessary to keep in good order, condition, and repair all of the General and Limited Common Elements and all items of common personal property.

d. To insure and keep insured all the common fixtures, common equipment, and personal property acquired by the Association for the benefit of the Association, the Owners of the Units, and the Owner's First Mortgagees.

e. To prepare, according to generally accepted accounting principles, a budget for the Association at least annually, in order to determine the amount of the common assessments payable by the Unit Owners to meet the common expenses of the Project. To allocate and assess such common charges among the Unit Owners according to their respective common ownership interests in and to the General Common Elements or otherwise apportion such assessments as may be permitted in the Declaration. To cause the Association to provide for, among other things, the following services to be paid for out of the regular assessments (or special assessments if necessary): the maintenance, repair, operation, additions, alterations, and improvements of and to the Common Elements, including expenses of management; insurance relative to the Common Elements; common electricity, common heating, common water, and common sewer; trash collections; legal and accounting relative to the Common Elements and the Association; snow removal; and other services deemed necessary by the Board of Managers for the maintenance of the Common Elements and operation of the Association. By majority vote of the Board to adjust, decrease, or increase the amount of the quarterly or monthly assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, and reserve (for deferred maintenance and for replacement) to the Owners at the end of each operating year. To levy and collect special assessments whenever in the opinion of the 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.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Declaration and these Bylaws. The Board of Managers shall have the duty, right, power, and authority to prohibit use of the Limited and General Common Elements by an Owner, his guests, tenants, lessees, and invitees in the event that any assessment made remains unpaid after the due date for payment thereof.

g. To protect and defend in the name of the Association any part or all of the Project from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration, Articles of Incorporation, and these Bylaws and to execute all such instruments evidencing such indebtedness as the Board may deem necessary, and such indebtedness shall be the several obligation of all the Owners in the same proportion as they share the Common Elements.

i. To enter into contracts within the scope of their duties and powers.

j. To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof by Unit Owners or their Mortgagees at convenient weekday business hours.

l. To prepare and deliver annually to each member a statement showing all receipts, expenses, or disbursements since the last such statement, including depreciation and other tax information.

m. To designate and remove the personnel necessary for the operation, maintenance, repair, and replacement of the Common Elements.

n. To impose an initial assessment on each Owner of up to three (3) months estimated monthly assessment to be used by the Association as working capital or as a reserve fund for capital improvements or replacements.

o. On appropriate notice and receipt of the designated fee from the requesting party, to furnish a certificate of Owner's account setting forth the amount of any unpaid amounts or other charges due and owing from such Owner.

p. To maintain the General and Limited Common Elements (to the extent not maintained by an Owner); to make or cause to be made repairs, replacements, additions, alterations, and improvements to the General and Limited Common Elements (to the extent not maintained by an Owner) consistent with managing the Project in a first class manner and consistent with the best interest of the Unit Owners.

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 Project.

r. To control and manage the use of all parking areas.

4.11 Manager. The Board may employ for the Association a manager or managing agent ("Managing Agent") at a compensation established by the Board, to perform such duties and services specified in the preceding section of these Bylaws; however, no such delegation shall relieve the Board of its responsibilities under the Declaration and Bylaws.

4.12 Reimbursement. A Board member shall be entitled to reimbursement for any actual out-of-pocket expenses which that Board member can document by written receipt for expenses incurred in the proper performance of that Board member's duties.

4.13 No Waiver of Rights. The omission or failure of the Association or any Unit Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, or other provisions of the Condominium Declaration, the Articles of Incorporation of the Association, by these Bylaws, or the house rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Managers or the Managing Agent shall have the right to enforce the same thereafter.

4.14 No Compensation to Board Members. No members of the Board of Managers shall receive compensation for their services as such, unless approved by a majority vote of a quorum of the members.

4.15 Action by Board Members. The Board Members shall have the right to take any action without a meeting which they could have taken at a meeting by obtaining the vote or written consent of all the Managers. Any action so approved shall have the same effect as though taken at a meeting of the Board.

4.16 Committees. The Board may, by resolution, from time to time designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman, shall state the purposes of the committee and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

ARTICLE V  
OFFICERS

5.1 Officers. The officers of the Association shall consist of a President, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected annually by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. Except for the President and any Vice-President who shall be, such officers need not be members of the Board of Managers, but each officer shall be an Owner of a Unit in this Project, or the Declarant, or his representative.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers or a two-thirds (2/3) majority vote of the members, any officer may be removed, either with or without cause. Such officer's successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election of an officer or agent shall not in itself create contract rights.

5.4 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and the Board. The President shall have all the general powers and duties which are usually vested in the office of President of a non-profit corporation, including, but not limited to, the power to appoint committees from among the members from time to time as the President 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.

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

5.6 Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the 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 of appropriate designation of the Unit and a description of the Limited Common Elements assigned for exclusive use in connection with such Unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours at the registered office of the Association.

5.7 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 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 Board, and shall pay all charges and obligations of the Association before the same shall become delinquent. 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 once each calendar quarter.

ARTICLE VI  
INDEMNIFICATION OF MANAGERS AND OFFICERS

6.1 Indemnification. The Association shall indemnify every Board Member, and Officer, their respective successors, personal representatives, and heirs, against all loss, costs, and expenses, including counsel fees, reasonably incurred by such individual in connection with any action, suit, or proceeding to which such individual may be made a party by reason of being or having been a Board member or Officer of the Association, except as to matters as to which such Board member or Officer shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event the Court determines such gross negligence or malfeasance to have occurred, the person determined to have so acted shall reimburse the Association for all sums advanced to defend the suit or proceeding.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the 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. The foregoing rights shall not be exclusive of other rights to which such Board Member or Officer may be entitled. All liability, loss, damage, cost, and expense out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses.

6.2 Other. Contracts or other commitments made by the Board of Managers, Officers, or the Managing Agent shall be made as agent for the Unit Owners, and they shall have no personal responsibility on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of all of the Unit Owners, except that any losses incurred because of an inability to collect such proportionate amount of the total liability owed by an Owner shall be shared proportionately by the other Owners in the same ratio as their respective interests in the Common Elements bear to one another.

ARTICLE VII  
BYLAWS

7.1 Amendments. These Bylaws may be amended by the Board at a duly constituted meeting for such purpose or at a meeting of Owners called for such purpose, but in either event

shall be approved by Owners representing an aggregate interest of at least eighty percent (80%) in the voting interests in the Association. The notice of such meeting shall contain a summary of the proposed changes or a copy of such proposed changes. No amendment shall serve to shorten the terms of any members of the Board of Managers or conflict with the Colorado Condominium Ownership Act.

7.2 Compliance with Colorado Common Interest Ownership Act; Conflicts. These Bylaws are intended to comply with the requirements of the Colorado Common Interest Ownership Act. If any of these Bylaws conflict with the provisions of such statute, the provisions of the statute will govern. If any of these Bylaws conflict with the provisions of the Declaration or the Articles of Incorporation, the provisions of those documents shall govern. The provisions of these Bylaws are intended, to the maximum possible extent to be supplemental to and cumulative of the provisions of the Declaration and Articles of Incorporation and, under no circumstance are to be read or construed in limitation or derogation thereof.

## ARTICLE VIII SERVICES

8.1 Services. The Association shall initially provide the following services to be paid for from regular assessments, which may be amended or supplemented from time to time by a majority vote of a quorum of members:

- a. Maintenance payroll;
- b. Building maintenance;
- c. Grounds maintenance;
- d. Supplies;
- e. Electricity service for common area;
- f. Water and sewer service for common area;
- g. Snow removal;
- h. Trash removal;
- i. Board of Manager's reimbursable expenses;
- j. Management and administrative services;
- k. Replacement fund management.

## ARTICLE IX MORTGAGES

9.1 Notice to Association. An Owner who mortgages a Unit shall notify the Association through the Managing Agent, if any, or the Secretary of the Board of Managers, giving the name and address of his Mortgagee. Any such Owner shall notify the Association in the same manner of the release or discharge of any such Mortgage.

9.2 Notice of Unpaid Common Assessments. The Board of Managers, upon ten (10) days' written notice of request and payment of the required fee (in a reasonable amount as estab-

lished by the Board of Managers) by a Unit Owner or such Owner's Mortgagee shall promptly prepare a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit's Owner.

9.3 Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying common assessments or other default, may send a copy of such notice to each holder of a Mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers; however, any failure of the Board to so send a copy of such notice, due to oversight or otherwise, shall not excuse the default or in any manner affect the Unit Owner's obligation to pay any common assessment.

9.4 Examination of Books. Each Unit Owner and each Mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once each month at the registered office of the Association.

## ARTICLE X NON-PROFIT CORPORATION

10.1 Non-Profit Corporation. This Association is not organized for profit. No member, member of the Board, 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 a salary or compensation to, or distributed to, or inure to the benefit of, any Officer, member of the Board, or member of the Association. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Board member, Officer, or member 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) any member, Officer, or Board member may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

## ARTICLE XI OBLIGATIONS OF THE OWNERS

11.1 Assessments. Except as otherwise provided in the Declaration, all Owners shall be obligated to pay the periodic assessments imposed by the Association to meet the Common Expenses, and payment thereof shall be made no later than as set forth in the Declaration or on such statement. The assessments against each Unit shall generally be made *pro rata* as reflected on Exhibit "A" to the Declaration and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only if, such member shall have fully paid all assessments made or levied against such member and the Unit owned by such member.

11.2 Proof of Ownership. Except for those Owners who initially purchase a Unit from Declarant, any person on becoming an Owner of a Unit shall furnish to the Managing Agent or Board of Managers a machine or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Unit, which copy shall remain in the files of the Association.

11.3 Registration of Mailing Address. All Owners of each Unit shall have one registered mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or such combination thereof to be used by the Association. Such registered address of a Unit Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of (all of) the Owners thereof. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be their registered address until another registered address is furnished as permitted under this paragraph. A registered address may be changed from time to time by similar designation.

11.4 Notice of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon that Owner's Unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to that Owner's Unit, and such notice shall be given in writing within five (5) days after the Owner has knowledge thereof.

11.5 Use of General Common Elements and Limited Common Elements. Each Owner may use the General Common Elements, those Limited Common Elements which such Owner is entitled to use, sidewalks, pathways, roads and streets, and other Common Elements located within the Project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners, and subject to the rules and regulations contained in these Bylaws and established by the Board of Managers.

11.6 Assessments, Debts, and Other Obligations by Unit Owner. The assessments, debts, and other obligations assumed by the Unit Owners are:

- a. All of the obligations and assessments set out in the Declaration regarding assessments;
- b. The duty to abide by the Rules and Regulations set out in the Declaration or herein;
- c. To pay the separate tax assessments set forth in the Declaration;
- d. To repair and maintain such Owner's Unit and all Limited Common Elements pursuant to the Declaration;

e. To abide by obligations and agreements set out in the Declaration, including the designation of the Association as attorney-in-fact and the obligation to pay for repairs, if repairs are required, and if the insurance funds are insufficient; and

f. To assume any other assessments, debts, or other obligations set out in the Articles, Declaration, and Bylaws of this Association.

#### 11.7 Maintenance and Repair.

a. Every Owner must perform promptly, at such Owner's own expense, all maintenance and repair work within that Owner's Unit and the Limited Common Elements appurtenant thereto which, if omitted, would affect the appearance of or the aesthetic integrity of part or all of the Project.

b. All the repairs of internal installations of the Unit (non-common element installations) such as water fixtures, light fixtures, gas fixtures, power fixtures, toilet and bath fixtures, telephones, sanitary installations, electrical fixtures, and all other accessories, equipment, and fixtures shall be at the Owner's expense. Repairs to doors and windows shall be at the Owner's expense, utilizing materials approved by the Association.

c. An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by such Owner's negligence or by the negligence of such Owner's tenants or agents or guests.

#### 11.8 General.

a. Each Owner shall comply strictly with the provisions of the recorded Declaration and these Bylaws and amendments thereto.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Project was created.

#### 11.9 Use of Units; Internal Changes.

a. All Units shall be utilized only for uses as are provided in the Declaration.

b. An Owner shall not make structural modifications or alterations to a Unit or installations located therein without the written approval of the Board of Managers, and then only in accordance with the provision of the Declaration. The Board of Managers shall be notified in writing of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association.

11.10 Right of Entry.

a. An Owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any bona fide emergency originating in or threatening such Owner's Unit or any other Unit or any of the Common Elements, whether the Owner is present at the time or not.

b. An Owner shall permit other Owners, or their representatives, to enter such Owner's Unit for the purpose of performing installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Unit(s); provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner, and further provided that such other Owner shall be responsible for any loss or damage which occurs as a result of, or in connection with, the entry of such other Owner into the Unit in question. In case of emergency, such right of entry shall be immediate.

11.11 Rules and Regulations.

a. The Board of Managers reserves the power to establish, make, and enforce compliance with such additional reasonable house rules as may be necessary for the operation, use, and occupancy of the Project with the right to amend same from time to time.

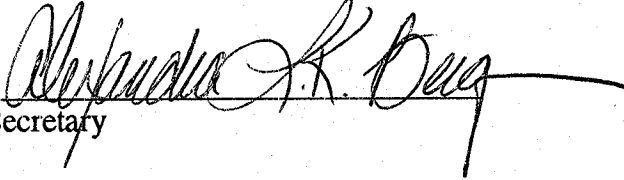
11.12 Destruction and Obsolescence. Each Owner, upon becoming an Owner of a Unit, thereby grants such Owner's power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the Owner's Unit upon its damage, destruction, or obsolescence, all as is provided in the Declaration.

BILLINGS PLACE CONDOMINIUM  
ASSOCIATION, INC.

By \_\_\_\_\_

SECRETARY'S CERTIFICATE

The undersigned, Secretary of The Ute Trail Townhouses/Billings Place, a Colorado non-profit corporation, does hereby certify that the above and foregoing Bylaws of such corporation were adopted by the Board of Managers of the Association on the 15<sup>th</sup> day of January, 1995, and that they do constitute the Bylaws of said corporation.

  
Secretary

## RULES AND REGULATIONS

Any common sidewalks, driveways, entrances, halls, stairways, and passageways shall not be obstructed or used by any Unit Owner for any other purpose than ingress to and egress from the units.

Except as to the areas termed limited common elements, no article shall be placed on or in any of the general common elements except for those articles of personal property which are common property of all of the Unit Owners.

No vehicle belonging to or under the control of a Unit Owner or a member of the family or a guest, tenant, lessee, or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

No work of any kind shall be done upon the exterior building walls or upon the general or limited common elements by any Unit Owner. Such work is the responsibility of the Association.

No Owner, resident, or lessee shall install wiring for electrical or telephone installations or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the project, including any part of the balcony, or that protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.

Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tend to disturb Owners, tenants, or occupants of other Units.

Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities.

The balconies, if any, and terraces, decks, or patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles, or other items. No rugs or other materials shall be dusted from windows, balconies, decks, or patios by beating or shaking. Patios and balconies shall be kept free of garbage, debris, trash, bicycles, tires, animal droppings, laundry, or other unsightly storage.

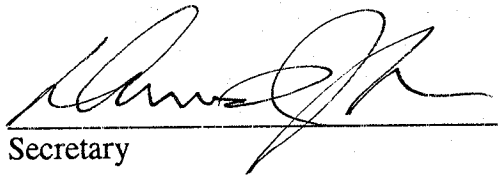
The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or other storage area.

Any damage to the general common elements or common personal property caused by the Owner or a child or children of a Unit Owner or their guests or the guests of a Unit Owner shall be repaired at the expense of that Unit Owner.

With the consent of an Owner, the Managing Agent, or if there is no Managing Agent, then the Board of Managers, may retain a pass key to each Unit. In the event that the Owner does not so permit retention of a pass key, the Managing Agent, or if there be none, the Board of Managers, its employees, and/or agents may make a forcible entry into such Unit when the Managing Agent or Board of Managers believes that an emergency requiring such entry exists. As long as such entry is made upon a bona fide belief of emergency, the Owner shall have no recourse for any such forcible entry against the Managing Agent or Board of Managers or the person or persons who actually effect such forcible entry.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.

Dated this 1<sup>st</sup> day of December, 1994.

  
Secretary