

Recorded at _____ o'clock ____ .M. _____

Reception No. _____ Recorder _____

BY-LAWS OF THE LONE PINE APARTMENT
CONDOMINIUM ASSOCIATION, INC.

(A Leasehold Condominium Project
in Pitkin County, Colorado)

ARTICLE I

NAME

The name of the organization shall be the Lone Pine
Apartment Condominium Association, Inc.

ARTICLE II

PURPOSES

1. The purpose for which this non-profit Association
is formed is to govern the leasehold condominium property which
has been or will be submitted to the provisions of the Condomin-
ium 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 or the mere act of occupancy of any of said
units will signify that these By-Laws are accepted, ratified, and
will be complied with.

ARTICLE III

MEMBERSHIP: QUORUM: VOTING

1. Membership. Each owner of a condominium unit shall
automatically be a regular member of the Association. For pur-
poses of these By-Laws title to a Condominium Unit shall be
deemed vested in the tenant of any leasehold condominium, his or
her heirs, successors and assigns and no title to a Condominium
Unit shall be deemed vested in the landlord of any leasehold
condominium (or any owner of the reversion) except in the event
of transfer of ownership upon the termination of the leasehold
estate. If 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 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 Board of Directors 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 otherwise provided in the Condominium Declaration, each Owner shall have one vote for each point assigned to his or her particular Unit in accordance with the Condominium Declaration. An owner of an undivided interest in and to a condominium unit shall be entitled to a vote that number of points most nearly equivalent to his or her ownership interest in such unit. Cumulative voting is prohibited.

3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

4. Quorum. Unless a higher requirement is specified elsewhere herein or in the Condominium Declaration, one third of the votes entitled to vote on any matter present (in person or by proxy) at the meeting to consider a matter, or actually voting on the matter, shall constitute a quorum for consideration of a matter.

5. Majority. Unless a higher requirement is specified elsewhere herein or in the Condominium Declaration, a majority of votes cast on the matter or, in the case of elections in which there are more than two candidates, a plurality of votes cast, shall decide the matter.

ARTICLE IV

OWNERS' MEETINGS; ORDER OF BUSINESS

1. Association Responsibilities. The owners of the units will constitute the Association of unit owners, hereinafter referred to as "Association", which will have the responsibility of administering the project through a Board of Directors.

2. Place of Meeting. Meetings of the Association shall be held at such place within the State of Colorado as the Board of Directors may determine.

3. Annual Meetings. The first meeting of the Association shall be held on the last Monday during the month of July in the year following the incorporation of this Association. There-

after, the annual meetings of the Association shall be held on the last Monday during the month of July of each succeeding year, or on a more convenient date as determined by the Board of Directors. At such meeting there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article V of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. 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 Directors or upon receipt of a petition signed by at least one-third (1/3) 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 it is agreed to transact other (30) days after receipt by the President of such resolution or petition.

5. Notices. Each owner shall be entitled to notice of any meeting at which such owner has the right to vote. Notices of meetings shall be in writing and shall state the date, time and place of the meeting and shall indicate each matter to be voted on at the meeting which is known to the Association at the time notice of the meeting is given. Such notices shall be delivered not less than ten nor more than fifty days before the date of the meeting. Any notice shall be deemed given and any budget or other information or material shall be deemed furnished or delivered to a party at the time a copy thereof is deposited in the mail or at a telegraph office, postage or charges prepaid, addressed to the party, and in any event, when such party actually receives such notice, information or material. Any notice, information or material shall be deemed properly addressed to an owner if it is addressed to the name and address shown on the most recent written notice of name and address, if any, furnished to the Association by such owner (as provided in Paragraph 2 of Article IX hereof), or if a name and address is not so furnished, if it is addressed "TO THE OWNER" at the address of the Condominium Unit of such owner.

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 directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

ARTICLE V

BOARD OF DIRECTORS

1. Number and Qualification. At the first meeting there shall be elected not less than three (3) nor more than five (5) members of the Association to the Board of Directors who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

2. Powers and Duties. The Board of Directors 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 leasehold condominium project. The Board of Directors 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 Board of Directors.

3. Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to the following, all of which shall be done for and in 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 Condominium Ownership Act of the State of Colorado, the By-Laws of the Association and supplements and amendments thereto.

(b) To establish, make and enforce compliance with such rules and regulations as may be necessary for the use and occupancy of all of the condominium units with the right to amend same from time to time.

(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 procure that insurance required by the Condominium Declaration and any and all other coverage thought desirable.

(e) To prepare a budget for the condominium, 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 condominium project.

(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 By-Laws.

(g) To protect and defend in the name of the Association any part or all of the condominium 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 recorded Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore.

(i) To enter into contracts to carry out their duties and powers.

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

(k) To make repairs, additions, alterations and improvements to the general common elements consistent with managing the condominium project in a first class manner and consistent with the best interests of the unit owners.

(l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to cause a complete audit of the books and accounts by a certified or public accountant once each year.

(m) To prepare and deliver annually to each owner a statement showing receipts, expenses or disbursements since the last such statement.

(n) To meet at least twice each calendar year.

(o) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(p) 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.

(q) To control and manage the use of all parking areas.

(r) To appoint or employ a managing agent to exercise any and all powers of the Board of Directors.

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 provisions of the Condominium Declaration, the By-Laws 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 Directors or its managing agent shall have the right to enforce the same thereafter.

5. Election and Term of Office. At the first meeting of the Association the term of office of one Director shall be fixed for three (3) years; the term of office of one or two Directors shall be fixed for two (2) years; and the term of office of one or two Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

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

7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a two-thirds (2/3) majority of the owners present in person or by proxy. Thereupon a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the unit owners shall be held immediately following the annual meeting at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. Regular meetings of the Board of Directors 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 during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, 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 Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two or more Directors.

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

12. Board of Directors' Quorum. At all meetings of the Board of Directors, 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 be the acts of the Board of Directors. If, at any meeting of the Board of Directors, 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 Board of Directors 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 Board of Directors 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

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 Board of Directors, and such

assistant officers as the Board of Directors shall, from time to time, elect. Such officers need not be members of the Board of Directors, but each shall be owner of a condominium unit in this condominium project, or the declarant, or their representative(s). The offices of Treasurer and Secretary may be held by the same person.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors 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 Board of Directors or a two-thirds (2/3) 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 Board of Directors or at any special meeting of the Board called for such purpose.

4. President. The President shall be chief executive officer of the Association. He shall preside at all meeting of the Association and of the Board of Directors. 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 Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors 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 member, 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

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. Indemnification. The Association shall indemnify every Director, officer, managing agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any suit or proceeding unless found liable for gross negligence or willful misconduct. 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 willfull misconduct in the performance of his duty as such Director, officer or managing agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, officer or managing agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration.

2. Other. Contracts or other commitments made by the Board of Directors, 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 thereof as the common interest of each unit owner bears to the aggregate 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.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

These By-Laws may be amended by the Association at an annual meeting or at a duly constituted special meeting for such purpose. The vote of a two-thirds (2/3) majority of the owners present in person or by proxy shall be required for amendment.

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 the Declarant for Lone Pine Apartment Condominiums, any person on becoming an owner of a condominium unit shall furnish to the managing agent or Board of Directors 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 Board of Directors 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. Designation of Voting Representation - Proxy. If a condominium unit is owned by one person, his right to vote shall be established by the record title thereto. If title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph 3.

4. 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.

5. 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. The assessments shall be made pro-rata according to the points assigned or percentage fractional interest in and to the general common elements and shall be due in advance.

2. Notice of Lien or Suit. An owner shall give notice to the Association of every lien or encumbrance upon his or her 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 or her own expense, all maintenance and repair work within his or her own unit which, if omitted, would affect the appearance of or the aesthetic integrity of part or all of the condominium project.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures shall be at the owner's expense.

(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 damages by his or her negligence or by the negligence of his tenants or agents or guests.

4. General.

(a) Each owner shall comply strictly with the provisions of the recorded Condominium Declaration and these By-Laws and amendments thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this condominium project was built.

5. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements, the limited common elements, sidewalks, pathways, roads and streets and other common elements located within the entire condominium 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 By-Laws and established by the Board of Directors as herein provided.

6. Limitation on Use of Common Elements of Lone Pine Townhouse Condominiums. No owner, tenant or guest shall use any of the Common Elements of the Lone Pine Townhouse Condominiums including, but not limited to, the roof of the parking garage and the amenities building and area of the Lone Pine Townhouse Condominiums.

7. 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 Directors in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, to enter his 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. In case of emergency, such right of entry shall be immediate.

8. Rules and Regulations. The Board of Directors reserves the power to establish, make and enforce compliance with such rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each unit owner prior to the date when the sale shall become effective.

9. Damage, Destruction and Condemnation. Each owner, upon becoming an owner of a condominium unit, thereby grants his or her power of attorney in favor of the Association, irrevocably appointing the Association his or her attorney-in-fact to deal with the owner's condominium unit upon its damage, destruction or condemnation 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 Board of Directors, 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 Board of Directors, officer or member; provided, however, always: (1) that reasonable compensation may be paid to

any member, Director 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, 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.

ARTICLE XII

INSPECTION OF RECORDS; STATEMENT OF ACCOUNT

1. Inspection of Records. The Board of Directors 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 Board of Directors 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 Pitkin County Housing Authority and contained in a resale/rental agreement (running to the benefit of such Authority) or any other document of record with the Pitkin County Clerk and Recorder.

ARTICLE XIV

EXPANSION OF PROJECT

In the event that new or additional common and limited common elements are acquired or constructed, they shall become part of the Lone Pine Apartment Condominiums and all owners shall own the same proportionate undivided interest in such common and limited elements; shall assume the same proportionate share of the costs thereof; and enjoy the same proportionate voting rights

with respect thereto as established in the Condominium Declaration and these By-Laws for existing common and limited common elements.

IN WITNESS WHEREOF, the undersigned Board of Directors have hereunto set their hands this _____ day of _____, 1980.

BOARD OF DIRECTORS:

Richard Ferrell

John C. Ginn

Peter C. Coakley

The undersigned Secretary of the Lone Pine Apartment Condominium Association does hereby certify that the above and foregoing By-Laws were duly adopted by the Board of Directors of said Association on _____, 1980.

ATTEST:

John C. Ginn, Secretary

(Corporate Seal)