

BY-LAWS  
OF  
BROOKSIDE CONDOMINIUM  
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BROOKSIDE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at No. 6 Abilene Street, Suite 300, Aurora, Colorado 80111, but meetings of Members and Managers may be held at such places within the State of Colorado, County of Adams, as may be designated by the Board of Managers.

ARTICLE II

OBJECT  
(Plan of Ownership)

Section 2.01. Purpose. The purpose for which this non-profit Association is formed is to govern the real property and improvements thereon which has been or will be submitted to the provisions of the Condominium Ownership Act of the State of Colorado by the recording of the Condominium Declaration for Brookside Condominiums and the Condominium Map associated therewith.

Section 2.02. Acceptance of By-Laws. All present or future Owners, tenants, or future tenants of any Units located in the Project are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units in Brookside Condominiums (hereinafter referred to as "Unit" or "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.

Section 2.03. Definitions. Any reference to "Owner" "Owners" or "ownership" as used in the By-Laws means and refers to the Owner (whether one or more) of a Unit. Any reference to "Member", "Members", "Co-Members" or "Membership" shall refer to members and membership in this Association. "Declarant" as used herein means the/named Declarant in the Condominium Declaration for Brookside Condominiums now or hereafter recorded in the Office of the County Recorder, County of Adams, State of Colorado (the "Declarations"). All other terms shall have the same meaning as set forth in the Declaration.

## ARTICLE III

### MEMBERSHIP, QUORUM, VOTING, PROXIES, MEETINGS

Section 3.01. Membership. Except as is otherwise provided in these By-Laws, ownership of a Unit is required in order to qualify for Membership in this Association. Any person or entity on becoming an Owner of a Unit shall automatically become a member or Co-Member of this Association and be subject to these By-Laws. The Owner or Owners of a Unit shall hold and share the Membership in this Association related to that Unit in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held, provided always that there shall be only one Membership per Unit. Such Membership shall continue so long as such person or entity is an Owner and shall terminate without any formal Association action whenever such person ceases to own a Unit, but 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, or impair any rights or remedies which the Owners have, either through the Board of Managers 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.

Section 3.02. Voting. Each Membership shall have one vote. When more than one person holds the Membership, they may appoint one of their Co-Members as proxy to cast the vote for that Membership. Such vote shall be cast as the Members thereof agree, but in no event shall more than one vote per question be cast with respect to any one Membership. If the Co-Members cannot agree as to the manner in which their vote should be cast when called upon to vote, then they will be treated as having abstained. Cumulative voting shall not be allowed.

Section 3.03. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association. The exact time and place of such first meeting shall be fixed by the initial Board of Managers named in the Articles of Incorporation, but in no event shall such meeting commence before 7:30 P.M. or later than 8:30 P.M. on such day. At such meetings there shall be elected by ballot of the Members, the Board of Managers in accordance with these By-Laws. The Members may also transact such other business of the Association as may properly come before them. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.04. Special Meetings. The President may call a special meeting of the Members upon his own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least one-third (1/3) of the Members. 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. Any such meetings 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.

Section 3.05. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than fifty (50) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and; in the case of a special meeting, the purpose of the meeting.

Section 3.06. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 3.07. Adjourned Meetings. If any meeting of Members cannot be organized or conducted because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting, to a time not less than 48 hours from the time the original meeting was called, without further notice of such adjourned meeting, and all matters properly before the original meeting may be considered at such adjourned meeting.

Section 3.08. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of Minutes of preceding meetings;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of Members of Board of Managers;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

Section 3.09. Voting Required. Except with respect to matters where a different vote is required by the Declaration, the Articles of Incorporation, these By-Laws, or applicable law, the affirmative vote of a majority of Members present at any annual or special meeting of Members, where a quorum is present, either in person or by proxy, shall be required for approval of any matter and to transact the business of any meeting.

Section 3.10. Proxy In Case Of More Than One Owner. If a Unit is owned by one person, his right to vote shall be established by the record title thereto. Notwithstanding the provisions of Section 3.11, if title to a 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 Section.

The requirements herein contained in this Article shall be first met before an Owner of a shall be deemed in good standing and entitled to vote at any annual or special meeting of Members.

Section 3.11. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at least 15 minutes prior to the start of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit, granting of a proxy subsequent thereto or by personal attendance at the meeting by the grantor of the proxy.

Section 3.12. Voting By Mail. Voting by mail by Members shall be allowed for and only for Amendment to the Articles of Incorporation, or a proposed plan of merger, consolidation or dissolution, which shall require in such cases the affirmative vote of at least two-thirds (2/3) of the votes of Members of each Class entitled to vote thereon.

#### ARTICLE IV

##### Board of Managers

Section 4.01. Number. The affairs of this Association shall be managed by a Board of five (5) Managers, who shall be Members of the Association.



Section 4.02. Term of Office. At the first annual meeting the Members shall elect five (5) Managers; three (3) Managers for a term of one (1) year, and two (2) Managers for a term of two (2) years. At each annual meeting thereafter the Members shall elect the same number of Managers as there are Managers whose terms are expiring at the time of such annual meeting. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to a two (2) year term. Except as otherwise provided herein, each Manager shall hold office until their successors have been elected and hold their first meeting.

Section 4.03. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Manager by a vote of the Members shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum, and each person so elected shall serve for the remainder of the term of the Manager he replaces.

Section 4.04. Removal of Managers. Subject to the relevant provisions of the Declaration, at any regular or special meeting duly called, where a quorum of Members is present, any one or more of the Managers may be removed with or without cause by a "majority of the Members". Any Manager whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting prior to voting thereon. A vacancy thus created shall be filled by a vote of a majority of members present. Such newly elected Manager shall serve for the remainder of the term of the Manager he replaces.

Section 4.05. Compensation. No Manager shall receive compensation for any service he may render to the Association solely in the capacity as such Manager. However, any Manager shall be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.06. Action Taken Without a Meeting. The Managers shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Managers. Any action so approved shall have the same effect as though taken at a meeting of the Managers.

## ARTICLE V

### NOMINATION AND ELECTION OF MANAGERS

Section 5.01. Nomination. Nomination for election to the Board of Managers shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Manager from the present Board of Managers, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Managers prior to each annual meeting.

of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall in its discretion determine, but no less than the number of vacancies that are to be filled. Such nominations shall be made only from among Members.

Section 5.02. Election. Election to the Board of Managers shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Section 3.02 of these By-laws. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be allowed.

## ARTICLE VI

### MEETINGS OF MANAGERS

Section 6.01. Organization Meeting. The first meeting of a newly elected Board following each annual meeting of the Members shall be held within ten (10) days thereafter at such place as shall be fixed by the Managers (as constituted after the election) at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided that a majority of the whole Board shall be present.

Section 6.02. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting, except that no such notice shall be required for regularly scheduled meetings held at the time and place specified in a schedule of meetings adopted by the Board.

Section 6.03. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Manager, 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 shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more Managers. If permitted by law, telephonic meetings may be held if consented to and participated in by all Managers.

Section 6.04. Waiver of Notice. Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving

of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 6.05. Quorum. A majority of the number of Managers shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Managers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. The Managers present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Managers to leave less than a quorum.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF MANAGERS

Section 7.01. Powers and Duties. Consistent with the provisions of the Declaration, the Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Condominium Project as a first-class residential condominium property. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners:

(a) To administer and enforce the powers, authority, covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the 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) Consistent with the powers, authority, limitations and restrictions set forth in the Declaration, to establish, adopt, publish and enforce compliance with such rules and regulations as may be deemed reasonable by the Board for the operation, use and occupancy of all the Units and Common Areas with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof.

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

(d) To insure and keep insured all of the insurable Common Elements and Units in an amount equal to the maximum replacement value. To insure and keep insured all of the common fixtures, common equipment and common personal property for the

benefit of the Owners and their First Mortgagees. Further, to obtain and maintain comprehensive liability insurance covering the entire premises.

(e) ~~To prepare a budget for the costs and expenses of administration, operation, repair and maintenance of the Condominium Project and the Common Areas, at least annually; in order to determine the amount of the periodic assessments payable by the Owners to meet the Common Expenses of the Condominium Project, and allocate and assess such Common Expenses among the Owners according to their respective common ownership interests in and to the Common Areas, and by majority vote of the Board, to adjust, decrease or increase the amount of monthly periodic assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, 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. The provisions of the Declaration respecting Common Expenses and periodic and special assessments, and the levy and collection thereof, shall govern all such matters.~~

(f) To collect delinquent assessments by suit, foreclosure or otherwise and to enjoin or seek damages from a Member as is provided in the Declaration and these By-Laws. The Board shall have the duty, right, power and authority to suspend the voting rights in the event that any assessment made remains unpaid more than thirty (30) days from the due date for payment thereof. Such rights may also be suspended or prohibited after notice and hearing, for a period not to exceed sixty (60) days for an infraction of any published rules and regulations.

(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 expenditures or outlay required pursuant to the authority granted by the Declaration and these By-Laws, and to execute in the name of and on behalf of the Association, all such instruments evidencing such indebtedness as the Board may deem necessary and give security therefor. Such indebtedness shall be the several obligations of all of the Members in the same proportion as their interest in the Common Areas. The persons who shall be authorized to execute promissory notes and security instruments shall be the President and Secretary or Treasurer.

(i) To enter into contracts to carry out their duties and powers and to hire and fire all personnel necessary for the operation, maintenance, repair and replacement of the Common Elements.



(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 Common Areas consistent with managing the Condominium Project in a first-class manner and consistent with the best interests of the Members.

(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. Any Member or his Mortgagee, if any, may inspect the books at convenient weekday business hours and, upon ten (10) days' notice to the President or the Board of Managers and payment of a reasonable fee, not to exceed \$20.00, any Member or his Mortgagee shall be furnished a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Member.

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

(n) To meet at least quarterly. *Conflict of C.C.2*

(o) 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.

(p) To control and manage the use of all parking areas, open spaces, common streets and other common property.

(q) To employ for the Association a "Managing Agent" who shall have and exercise those duties and powers granted to him by the Board, including those set forth above, but not those powers which the Board, by law, may not delegate. Any delegation pursuant to this clause shall not relieve the Board of any of its responsibilities under the Declaration, these By-Laws, or other agreement creating responsibilities of the Board.

(r) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(s) To declare the office of a Manager of the Board of Managers to be vacant in the event such Manager shall be absent from three (3) consecutive regularly scheduled meetings of the Board of Managers.

(t) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Declaration or the Articles of Incorporation.

(s) To cause all Managers of the Board of Managers, or other officers, agents, employees or independent contractors of the Association to be bonded, as the Board deems appropriate.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration. 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, and such assistant officers as the Board shall, from time to time, elect. With the exception of the President and Vice-President, such officers need not be members of the Board of Managers, but each shall be an Owner in this Condominium Project, or the Declarant or its representative(s).

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Managers following each annual meeting of the Members.

Section 8.03. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.07. Multiple Offices. Any two or more offices may be held by the same person, except the office of President and Secretary.

Section 8.08. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Members and of the Board of Managers. The President shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes. The President shall have all the other general powers and duties which are usually vested in the office of President of an Association.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; shall sign checks and promissory notes of the Association; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties incident to the Office of Secretary or as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Managers; shall sign checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public or certified accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE IX

### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Managers shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during convenient weekday business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### MORTGAGES

Section 11.01. Notice to Association. A Member who mortgages or otherwise encumbers his Unit shall notify the Association through the Managing Agent, if any, or the Association's Secretary, giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Units".

Section 11.02. Notice of Unpaid Common Expenses. The Association, whenever so requested in writing by a Mortgagee of a Unit, shall promptly report any then unpaid Common Expenses due from the Owner of its mortgaged Unit, or any other default by the Owners of a mortgaged Unit, which is not cured within sixty (60) days.

Section 11.03. Notice of Amendment. The Association shall, at least thirty (30) days prior to the effective date of any amendment to the Association's Articles of Incorporation or By-Laws, notify in writing the holders of all recorded Mortgages of any such amendment.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BROOKSIDE CONDOMINIUM ASSOCIATION, INC.



## ARTICLES XIII

### AMENDMENT AND CONFLICTS

Section 13.01. Amendment. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 13.02. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLES XIV

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

Section 14.01. Proof of Ownership. Except for those Members who initially purchase a Unit from Declarant, any person or entity on becoming an Owner of a Unit shall furnish to the Managing Agent or Board a machine or a certified copy of the recorded instrument vesting that person or entity with an ownership interest in the Unit, which copy shall remain in the files of the Association.

Section 14.02. Registration of Mailing Address. The Owners or several Owners of an individual 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, and 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 Member or Members shall be furnished by such Member(s) to the Managing Agent or 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 or by such persons as are authorized by law to represent the interest of all of the Owners thereof.

## ARTICLE XV

### OBLIGATIONS OF OWNERS

Section 15.01 Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association

annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest (to accrue on a daily basis) from the date of delinquency at the rate of twenty per cent (20%) per annum, and, in addition to any other remedies at law or in equity, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and the reasonable attorneys', agents' and consultants' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

Section 15.02. Notice of Lien or Suit. A Member shall give notice to the Association of every lien or encumbrance upon his Unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his Unit, and such notice shall be given in writing within five (5) days after the Owner has knowledge thereof.

Section 15.03. Mechanic's Lien. Each Member agrees to indemnify and to hold each of the other Members harmless from any and all claims of mechanic's liens filed against other Units and the appurtenant Common Areas for labor, materials, services or other products incorporated in the Member's Unit.

Section 15.04. Maintenance and Repair.

(a) Every Member must perform promptly, at his own expense, all maintenance and repair work within his own Unit which, if omitted, would affect the appearance of 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 Member's expense.

(c) A Member 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 Area damaged by such Member's negligence or by the negligence of such Member's tenants or agents or guests.

Section 15.05. General.

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

(b) Each Member shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this Condominium Project was built.

Section 15.06. Uses of Units - Internal Changes.

(a) All Units shall be utilized for only residential purposes as is provided in the Declaration.

(b) A Member shall not make structural modifications or alterations to his Unit or installations located therein without the written approval of the Board. The Board shall be notified in writing of the intended modifications or alterations through the Managing Agent or, if no Managing Agent is employed, then through the President. The Association shall have the obligation to answer a Member's request within thirty (30) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

Section 15.07. Use of General Common Areas and Limited Common Elements. Each owner may use the General Common Areas, the Limited Common Elements, sidewalks, pathways, roads, 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.

Section 15.08. Right of Entry.

(a) Each Member shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Board in case of an emergency originating in or threatening his Unit, whether the Member is present at the time or not.

(b) Each Member shall permit other Members, or their representatives, to enter his Unit for the purpose of performing installations, alterations, modifications or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Units, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

Section 15.09. Rules and Regulations.

(a) The initial rules and regulations shall be effective until amended or supplemented by the Board. All rules and regulations, amendments or supplements thereto shall be established only upon the affirmative vote of Board members which equals or exceeds an absolute majority of authorized positions on the Board of Managers.

(b) The Board reserves the right to establish, make and enforce compliance with such additional rules and regulations 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 Owner prior to the date when the same shall become effective.

Section 15.10. Destruction and Obsolescence. Each Member, upon becoming an Owner, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the Member's Unit upon its damage, destruction or obsolescence, all as is provided in the Declaration.

## ARTICLE XVI

### MISCELLANEOUS

Section 16.01. Association Not-for-Profit. This Association is not organized for profit. No Member, member of the 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 Board, officer or Member, provided, however, always (1) that reasonable compensation may be paid to any Member, Manager 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, Manager 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. The provisions herein are not applicable to the Managing Agent who shall perform its duties and functions according to written agreement for the compensation stated therein.

Section 16.02. Maintenance, Etc., Costs. The Declaration requires approval by the Owners whenever capital expenditures will exceed a certain percentage of the annual budget as specified in the Declaration; otherwise, all expenditures for additions or alterations and maintenance, repair, replacement and improvement of the General and Limited Common Elements is subject to the approval of the Board and does not require a vote or approval by the Members.

Section 16.03. Division of Assessment Charges. There shall be no division of assessments between those Common Elements which are Limited Common Elements and the remainder of the Common Elements.

Section 16.04. Services Provided by Association. All costs of management, operation, repair, maintenance, alterations and additions to, cleaning and supervision of the General and Limited Common Elements and the Condominium Project as a whole are to be paid out of the regular or periodic assessments except for cer-



tain capital expenditures, emergency or unanticipated expenses, and other costs and expenses which under the terms of the Declaration may be collected as special assessments. Without limiting the generality of the foregoing, such services shall include:

(a) Fees, salaries, wages, other employee costs and reimburseable expenses of the Managing Agent, operating and maintenance personnel and other employees.

(b) The costs of utility services other than those payable by the respective Owners on their respective Units.

(c) The costs of repairing, maintaining, refurbishing, restoring, painting, cleaning, rebuilding and replacing the General Common Elements and the improvements within the Condominium Project as a whole.

(d) Attorneys', accountants' and other professional fees and reimburseable expenses.

(e) Administration expenses, including office expenses.

(f) Cost of regular removal of ice and snow.

(g) Cost of maintenance and replacement of lawns and shrubs.

(h) Property taxes and assessments, if any, insurance, and similar levies to the extent not payable directly by the Owners.

(i) Costs of calling and conducting Board of Managers' or Members' meetings and reimbursement of expenses of the Members of the Board of Managers.

(j) Costs of performing all services as described herein.

(k) Costs of enforcement of the covenants, conditions and restrictions set forth in the Declaration, enforcement of the Association's rules and regulations, and collection of all obligations owed to the Association by the Members.

(l) Other expenses of operation as provided under the Declaration.

Section 16.05. Assessments, Debts, and Other Obligations. An initial purchaser of a Unit shall acquire the said Unit free and clear of assessments, debts and other obligations, except (i) the obligation to pay future periodic and special assessments to the Association under the Declaration, (ii) taxes and assessments payable to any governing Water or Sanitation District, Special District of any nature, municipal, county, state, or federal government or governmental agency, or any other public body

granted the power to tax and/or levy assessments, which were either adjusted at closing or are payable in the future, and (iii) such obligations as the purchaser himself contracts.

Section 16.06. Possibility of Liens on Common Elements. No additional liens, other than mechanics' liens, assessment liens or tax liens may be obtained against the General or Limited Common Elements, except the lien of any Mortgage granted by the Association, to the extent as is or may be permitted by the Declaration, to secure borrowings by the Association.

Section 16.07. Rights of First Refusal. There are no rights of first refusal concerning the sale or lease of any Unit.

Section 16.08. New Additions. Upon approval by the Board, the Association may acquire, and hold for the use and benefit of all of the Owners, real property, including a Unit or Units and tangible or intangible personal property; may provide or lease any Unit or other property owned or leased by it to its Managing Agent or other employees; may lease any Unit or personal property owned or leased by it and not then otherwise required for the performance of its primary functions hereunder to a third party or parties; and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their interests in the General Common Elements. A transfer of an ownership interest in a Unit, including transfer through foreclosure, shall transfer to the new Owner all of the prior Owner's beneficial interest in such property without any reference thereto. Any such property acquired for the direct use and benefit of all of the Owners may be used by all Owners in accordance with the purposes for which it is intended, subject to the rules and regulations of the Association. The Board may authorize the Association to borrow, not to exceed one hundred percent (100%) of the cost of acquisition of any such Unit or property, and to evidence and secure such borrowing by the promissory note of the Association and a Mortgage or other encumbrance upon the Unit or property so acquired. Special assessments under the provisions of the Declaration may be levied for the purpose of paying the purchase price or down payment on any such Unit or property or for the purpose of paying installments of principal and interest on the purchase money loan. Periodic assessments under the provisions of the Declaration may include sums to maintain, operate, and repair any such Unit or property and/or to make periodic interest and principal payments on any purchase money loan therefor.

Section 16.10 Incorporation of Declaration Provisions. With reference to the requirements of the Condominium Ownership Act (paragraphs (k) through (s) of Subsection (3) of 1973 C.R.S., Section 38-33-106), the provisions of the Declaration are incorporated herein by reference, in addition to the specific provisions included herein.

Section 16.11. Fiscal Year. The fiscal year of the Association shall be a calendar year.

## ARTICLE XVII

### MORTGAGEES AS PROXIES

Owners shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed or the holders of a Mortgage or other instrument which encumbers the Owner's interest as their true and lawful attorney to vote their Membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as Owners under the Certificate of Incorporation and these By-Laws of this Association or by virtue of the recorded Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association that a default has occurred under said mortgage or encumbrance and that proceedings have been commenced.

## ARTICLE XVIII

### INDEMNIFICATION OF OFFICERS,

### MANAGERS, AND COMMITTEE MEMBERS

Section 18.01. Indemnification. The Association shall indemnify every Manager, officer, agent or employee, and any former Manager, officer, agent or employee against loss, costs and expense, including attorneys' fees reasonably incurred in connection with any action, suit or proceeding to which such person may be made a party by reason of being, or having been such Manager, officer, agent or employee of the Association, except as to matters as to which such person shall be finally adjudged to be liable for gross negligence or fraud. Any such indemnification shall be limited to and may only be paid out of the insurance proceed provided by an insurer furnishing Officers and Directors Errors and Omissions insurance coverage and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles for public liability, property damage, medical and other similar coverage, it being the intent and purpose of this provision to limit all payments or settlements in indemnification to the actual proceeds of insurance policies.

Section 18.02. Gross Negligence or Fraud. No indemnification shall be provided for acts constituting gross negligence, nor for fraud, nor for more reprehensible conduct.

Section 18.03. Declarant Not Indemnified. No officer, director, Manager, agent or employee of the Declarant, its successors or assigns, nor any Managing Agent who is an independent

contractor, nor any other independent contractor, shall be protected by these indemnification provisions nor by any insurance policies obtained by the Association in relation thereto, but any such protection is the sole and separate responsibility of the Declarant, its successors and assigns, any Managing Agent who is an independent contractor, or any other independent contractor as one of their expenses of doing business.

Section 18.04. Settlement. In the event of a settlement of a claim, suit or other proceeding contemplated by this Article, the settlement shall be approved by the insurance carrier, and paid for by the insurance carrier out of the insurance proceeds.

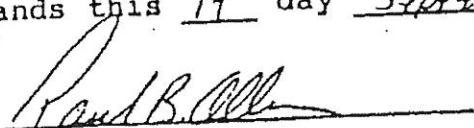
## ARTICLE XIX

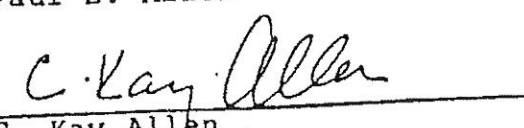
### CONTRACTS

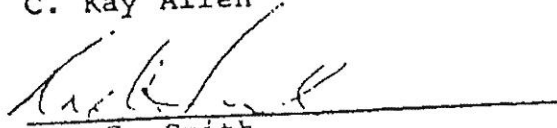
Section 19.01. Contracts by Declarant. Each and every management contract made between the Association and Managing Agent during the period when the Declarant or other developer controls the Association shall terminate absolutely, and in any event, no later than thirty (30) days after the termination of control by the Declarant or other developer of the Association.

Section 19.02. Contracts by Board of Managers. Contracts or other commitments made by the Board of Managers or officers shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment.

IN WITNESS WHEREOF, we, being all of the Managers of the Board of Managers of BROOKSIDE CONDOMINIUM ASSOCIATION, INC., have hereunto set our hands this 14 day September 1984.

  
\_\_\_\_\_  
Paul B. Allen

  
\_\_\_\_\_  
C. Kay Allen

  
\_\_\_\_\_  
Rex C. Smith



STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this  
14<sup>th</sup> day of September, 1984, by C. Kay Allen  
Paul B. Allen and Rev. C. Smith as  
Managers of the BROOKSIDE CONDOMINIUM ASSOCIATION, INC.

Witness my hand and official seal.

My commission expires 2-15-87.

Roberta L. King  
Notary Public

Address: 4568 Xavier St.  
Denver, CO 80212

CERTIFICATION

I, the undersigned, to hereby certify:

THAT I am duly elected and acting Secretary of the BROOKSIDE  
CONDOMINIUM ASSOCIATION, INC., a Colorado corporation; and

THAT the foregoing By-Laws constitute the original By-Laws  
of said Association, as duly adopted at a meeting of the Board of  
Managers thereof, held on the 14<sup>th</sup> day of September, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed the seal of said Association this 14<sup>th</sup> day of September  
1984.

Roberta L. King  
Secretary

APPROVAL

The undersigned Managers of the corporation, being all of  
the Members of the Board of Managers, by their signatures hereon,  
hereby certify that the foregoing and annexed By-Laws constitute  
a true and complete copy of the By-Laws of Brookside Condominium

DATE

MANAGERS

9-15-84	C. Kay Allen
9-15-84	Paul B. Allen
9-15-84	Lee Allen