

**BYLAWS
OF
RIVERFRONT PARK ASSOCIATION**

The name of the corporation shall be RIVERFRONT PARK ASSOCIATION, a Colorado nonprofit corporation (the "Association").

**ARTICLE 1
PURPOSES, ASSENT OF MEMBERS, AND DEFINITIONS**

Section 1.1 Purposes. The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation and control of the mixed-use Project (hereinafter, "Riverfront Park") containing both commercial and residential uses, located on that certain tract of real property situated in the City and County of Denver, State of Colorado, as more fully described in Exhibit A of the Declaration for Riverfront Park, filed for record with the Clerk and Recorder of Denver County, Colorado, as amended or supplemented from time to time (the "Declaration"), (ii) to serve the legitimate interests of the Owners of each of the Residential Units, Apartment Units and the Commercial Units (as defined in the Declaration), and (iii) to promote the general health, safety and welfare of the Owners, residents, and occupants of Riverfront Park.

Section 1.2 Assent. All present or future Owners, tenants, future tenants, or any other persons using the facilities of Riverfront Park in any manner are subject to these Bylaws and any rules adopted by the Executive Board pursuant to these Bylaws. The mere acquisition or rental of any of the Units or Fractional Ownership Interests within Riverfront Park or the mere act of occupancy of any of those Units or Fractional Ownership Interests shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

**ARTICLE 2
MEMBERSHIP**

Section 2.1 Membership. Every Owner shall be a member of the Association, and the Owners of the Project Lots shall be members until such time as a Project Lot is further subdivided in accordance with a Project Declaration or otherwise, at which time each Owner of such subdivided Units within the Project shall be a member for the period of the Owner's ownership of the Unit. No Owner, whether one or more persons, shall have more than one membership per Unit and/or Fractional Ownership Interest owned, as applicable. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

Section 2.2 Representation on Executive Board. If title to a Unit or Fractional Ownership Interest is held by a firm, corporation, partnership, association, or other legal entity or any combination thereof, or if any entity shall have title to more than one Unit, then that entity

may appoint, by a writing furnished to the Association, a delegate to represent each such Unit or Fractional Ownership Interest as a candidate for, and if elected, as a member of, the Executive Board in the manner described below. Such delegate shall not vote as a member of the Association unless such person shall be appointed by a proxy executed in conformance with Sections 3.6 and 3.7 of these Bylaws to cast the voting interest of the Unit or Fractional Ownership Interest which he represents.

Section 2.3 Responsibilities of Members. Any person, including Declarant, on becoming an Owner of a Unit or Fractional Ownership Interest, 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 or Fractional Ownership Interest, 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, the Association during the period of such ownership, or impair any rights or remedies which the Executive Board of the Association or others may have against such former Owner arising out of ownership of the Unit or Fractional Ownership Interest and membership in the Association and the covenants and obligations incident thereto.

Section 2.4 Membership Certificates. No certificates of stock shall be issued by the Association, but the Executive Board may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the Executive Board of the Association whenever ownership of the Unit or Fractional Ownership Interest designated on the card shall terminate.

Section 2.5 Classes of Membership. There shall be three classes of membership in the Association as follows:

2.5.1 "Residential Unit Members" shall be all Owners of Residential Units (including the Owners of Fractional Ownership Interest therein, if any), including Declarant so long as Declarant continues to own an interest in a Residential Unit. An Owner of any Undeveloped Property (including Declarant if Declarant continues to own an interest in any such Undeveloped Property) shall be a member of this class only if it is planned that such Undeveloped Property will contain a Residential Unit or Units as set forth in Exhibit B to the Declaration, subject to having voting rights described in Section 2.6 below.

2.5.2 "Commercial Unit Members" shall be all Owners of Commercial Units and Declarant so long as Declarant continues to own an interest in a Commercial Unit. An Owner of any Undeveloped Property (including Declarant if Declarant continues to own an interest in any such Undeveloped Property) shall be a member of this class only if it is planned that such Undeveloped Property will contain a Commercial Unit or Units as set forth in Exhibit B to the Declaration, subject to having voting rights described in Section 2.6 below. Notwithstanding the foregoing, in the event that the Commercial Unit or Units planned for such Undeveloped Property is subject to a repurchase agreement with Declarant, the Owner of such Undeveloped Property shall not be a Commercial Unit Member.

2.5.3 "Apartment Unit Members" shall be all Owners of Apartment Units, including Declarant so long as Declarant continues to own an interest in an Apartment Unit. An

Owner of any Undeveloped Property (including Declarant if Declarant continues to own an interest in any such Apartment Unit) shall be a member of this class only if it is planned that such Undeveloped Property will contain a Apartment Unit or Units as set forth in Exhibit B to the Declaration, subject to having voting rights described in Section 2.6 below.

Based on the variety of uses which are anticipated on a parcel of Undeveloped Property, the Owner of a parcel of Undeveloped Property may be a Residential Unit Member, a Commercial Unit Member and an Apartment Unit Member, or a combination of same. While the Declaration sets forth the anticipated density and mix for the various lots which may comprise the Property, nothing herein or in the Declaration should be construed as in any way limiting the development rights applicable to a particular lot and reference should be made solely to the PUD Plan with respect to restrictions on development rights.

Section 2.6 Voting Rights. Each Unit and Fractional Ownership Interest shall be allocated a number of votes for the purpose of matters relating to the Common Area as set forth below:

2.6.1 Residential Units within Projects. Each Residential Unit existing within a Project (therefore excluding Undeveloped Property but including any Unit that is divided into Fractional Ownership Interests) shall be allocated two (2) votes.

2.6.2 Commercial Units within Projects. Each Commercial Unit existing within a Project (therefore excluding Undeveloped Property) shall be allocated the greater of: (a) two (2) votes for such Commercial Unit; or (b) two (2) votes for every 250 square feet of space contained in such Commercial Unit. In the event that the calculation of the voting allocation of a Commercial Unit results in what would otherwise be a fractional vote, such voting allocation shall be rounded up to the nearest whole number of votes.

2.6.3 Apartment Units within Projects. Each Apartment Unit existing within a Project (therefore excluding Undeveloped Property) shall be allocated one (1) vote.

2.6.4 Voting of Fractional Ownership Interests. The votes with respect to each Unit divided into Fractional Ownership Interests will be allocated to the Owners of the Fractional Ownership Interests comprising such Unit on the same basis as each Owner's fractional interest in the Unit; meaning, by way of example and not of limitation, that if a Unit is divided into Fractional Ownership Interest constituting a 1/10 share of such Unit, then each Owner of a Fractional Ownership Interest therein shall be entitled to cast 1/10 of the votes with respect to such Unit, or .2 vote ($1/10 \text{ times } 2 = 1/5$).

2.6.5 Undeveloped Property. Until such time as individual Residential Units, Commercial Units or Apartment Units are created as part of a Project as contemplated herein by the development of any Undeveloped Property, each Project Lot which remains Undeveloped Property shall be allocated the votes with respect to each class of membership in the Association to which the Undeveloped Property belongs as follows:

2.6.5.1 two (2) votes with respect to each planned but undeveloped Residential Unit which may be constructed on the Undeveloped Property based upon the expected residential density of such Undeveloped Property as set forth in Exhibit B to the Declaration;

2.6.5.2 two (2) votes for each planned but undeveloped Commercial Unit which may be constructed on the Undeveloped Property based upon the expected non-residential density of such Undeveloped Property as set forth in Exhibit B to the Declaration; provided however, that in the event such non-residential space is subject to a repurchase option with Declarant, the Owner of such Undeveloped Property shall not be allocated any vote with respect to such non-residential density; and

2.6.5.3 one (1) vote with respect to each planned but undeveloped Apartment Unit which may be constructed on the Undeveloped Property based upon the expected density of such Undeveloped Property as set forth in Exhibit B to the Declaration.

2.6.5.4 Phasing Within a Project. Each Project Lot may be developed in phases. In the event that less than all of the Units anticipated to be developed on a Project Lot are created at one time, then (i) the Owner of each developed Unit within a Project shall be entitled to cast the vote on Association matters with respect to such Unit, and (ii) the Owner of the Undeveloped Property remaining within the Project Lot shall be entitled to the remaining votes with respect to such Project Lot. In the event a Project Lot is partially a Project and partially Undeveloped Property, the remaining Units deemed to exist with respect to Undeveloped Property as set forth on Exhibit B shall terminate and be of no further existence two (2) years after the date of creation of the previous phase of the Project located on such Project Lot; provided, however, that in the event the Undeveloped Property is later developed by construction of a Building or Buildings, the actual number of Units created by such development shall then become Units for all purposes herein. Nothing in the immediately preceding sentence shall be construed as affecting the votes of a Project Lot which remains Undeveloped Property in its entirety.

Section 2.7 Election of Directors. During the period that Declarant is entitled to appoint seventy-five percent (75%) or more the majority of the members of the Executive Board, the Directors shall be selected by Declarant or elected as required by the Act without regard to the of Directors or the election thereof by certain categories of members as described in this Section below. Upon the satisfaction of the condition in Section 4.2.2 of these Bylaws, the size of the Executive Board will increase to seven members, and the Apartment Unit Members will elect one Apartment Director, the Residential Unit Members will elect one Residential Director, the Commercial Unit Members will elect one Commercial Director, and the Declarant will appoint the remaining four members of the Executive Board. Until the end of the Declaring Control Period (defined in Section 4.2.4 below), any action taken by the Executive Board will require the affirmative vote of a majority of the members of the Executive Board at a meeting where a quorum is present, as provided in these Bylaws, and no class of directors of the Executive Board will have the authority to act separately with respect to any matter before the Executive Board.

It is hereby determined that, after the expiration of the Declarant Control Period, in order to protect the valid interests of the various classes of Owners, each class requires representation on the Executive Board and is hereby entitled to elect certain Directors thereto. After the expiration of the Declarant Control Period, the Executive Board shall consist of seven (7) persons, of which the class of Residential Unit Members shall be entitled to nominate and elect two (2) of the seven (7), the class of Apartment Unit Members shall be entitled to nominate and elect two (2) of the seven (7), the class of Commercial Unit Members shall be entitled to nominate and elect two (2) of the seven (7), and all Owners collectively shall be entitled to nominate and elect one (1) Director at Large. Notwithstanding the foregoing, in the event that Apartment Units are converted to Residential Units as described in the Declaration such that the number of Apartment Units within the Property total one-half or less of the number of Residential Units, one (1) of the two (2) Apartment Directors shall be automatically re-designated as a Residential Director to be thereafter elected by the Residential Unit Members. In the event the number of Apartment Units within the Property total one-tenth or less of the number of Residential Units, the remaining Apartment Director shall be re-designated as a Residential Director to be thereafter elected by the Residential Unit Members.

Section 2.8 Executive Board. During the Declarant Control Period, all members of the Executive Board shall be entitled to participate in all Association affairs without regard to the provisions of this Section. After the Declarant Control Period, all members of the Executive Board shall be entitled to participate in Association affairs which affect Riverfront Park in its entirety and affairs which affect collectively the Owners of Residential Units, Apartment Units and Commercial Units or the Common Expenses affecting collectively the Residential Units, Apartment Units and the Commercial Units. The Residential Directors shall have the sole and exclusive authority to vote with respect to all matters which relate solely to the Residential Units. The Apartment Directors shall have the sole and exclusive authority to vote with respect to all matters which related solely to the Apartment Units. The Commercial Directors shall have the sole and exclusive authority to vote with respect to all matters which relate solely to the Commercial Units. Any determination by the Directors that a matter should be for the independent consideration of any or all classes of Directors and not for consideration of the entire Executive Board, shall require, in addition to the affirmative vote of a majority of the voting Directors of the Executive Board, the affirmative vote of at least one Commercial Director, Apartment Director and Residential Director.

Notwithstanding any other term in these Bylaws to the contrary, in the event of an emergency requiring immediate action by the Executive Board, the entire Executive Board shall participate in the decision to take such action as is necessary to advance the interest of Riverfront Park as a whole pending a determination by the Executive Board as to whether the matter should be independently considered by any or all classes of the Commercial Directors, Apartment Directors and/or the Residential Directors, at which time such Directors as are determined to be entitled to participate in the decision shall resolve the issue.

Section 2.9 Fairness Standard. The Executive Board, the officers of the Association and the Association shall have the duty to represent the interests of the Owners of Commercial Units, the Owners of Residential Units (including the Owners of Fractional Ownership Interests therein, if any) and the Owners of Apartment Units in a fair and just manner on all matters that

may affect any or all classes of Owners. In upholding their duties, the Executive Board, the officers and the Association shall be held in their decisions, including, without limitation the determination of whether a matter should be for the independent consideration of either or both classes of the Commercial, Residential and/or Apartment Directors as described in Section 2.8 above, to the standards of good faith and reasonableness with respect to such matters, taking into account the effect, if any, of the matter on Riverfront Park as a whole.

Section 2.10 Voting by Association Members. To the extent a matter is required by these Bylaws or the Act to be submitted to the vote of the members of the Association, all members shall be entitled to participate in the vote on such matters unless a majority of the voting Directors of the Executive Board, including the affirmative vote of at least one Commercial Director, one Apartment Director and one Residential Director, determine that a particular matter affects exclusively either the membership class of Residential Unit Members (including the Owners of Fractional Ownership Interests therein, if any), Apartment Unit Members or Commercial Unit Members, in which case the Executive Board may give notice of a meeting of the Residential Unit Members (including the Owners of Fractional Ownership Interests therein, if any), Apartment Unit Members or the Commercial Unit Members and conduct a vote on the matter affecting only that class in order to protect the legitimate, valid interest of such class.

ARTICLE 3 MEETINGS OF MEMBERS

Section 3.1 Place of Meeting. Meetings of the Association members shall be held at such place within the City and County of Denver, Colorado, as the Executive Board may determine.

Section 3.2 Annual Meeting. The first annual meeting of the Association members shall be held within one year after the date of the adoption of these Bylaws. Thereafter, the annual meetings of the Association members shall be held on a date and at a time selected by the Executive Board in each succeeding year. The purpose of the annual meetings is for the election of Directors and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.3 Special Meetings. Special meetings of the Association members may be called by the president, the Executive Board (with the consent of at least one Residential Director, one Apartment Director and one Commercial Director) or by members representing not less than twenty-five percent (25%) of the total votes entitled to be cast on Association matters as described in the Declaration. Special meetings of any class of members may be called by the president, the Executive Board (with the consent of at least one Residential Director, one Apartment Director and one Commercial Director) or by members representing not less than twenty-five percent (25%) of the total votes entitled to be cast on Association matters affecting such class as described in the Declaration and these Bylaws.

Section 3.4 Notice of Meetings. Written notice given in accordance with Section 4.8 of the Declaration to the members or any class thereof and 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 and effective not less than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the President or the persons calling the meeting as provided under these Bylaws, to the registered address for notice (as provided in the Declaration) of each Unit and Fractional Ownership Interest entitled to be represented by a vote at such meeting.

Section 3.5 Adjourned Meetings. If any meeting of Association members or any class thereof cannot be organized because a quorum, as defined below in Section 3.8, 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.

Section 3.6 Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Proxies shall be filed with the Executive Board of the Association at or before the appointed time of each meeting. The Executive Board shall have the power and authority to approve the form of proxy used and, at minimum, such form shall include the following: (i) identification of the Unit or Fractional Ownership Interest to which the proxy relates; (ii) the name of the holder of the proxy (which must be only one individual); (iii) the scope of the power granted by the proxy; (iv) the duration of the power conveyed by the proxy; and (v) the signature of all Owners of record of the Unit or Fractional Ownership Interest.

Section 3.7 Designation of Voting Representative--Proxy. If title to a Unit or Fractional Ownership Interest is held by more than one individual, by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, a proxy may be executed and filed with the Association in accordance with Section 3.6 of these Bylaws appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Association members and to cast the vote allocated to that Unit or Fractional Ownership Interest. In the absence of a proxy, the vote allocated to the Unit or Fractional Ownership Interest shall be suspended in the event more than one person or entity seeks to exercise the right to vote on any one matter. In the event that a vote is cast by a member on behalf of such member's Unit or Fractional Ownership Interest without objection at the meeting at which such vote is cast by any other Owner of such Unit or Fractional Ownership Interest, then such person shall be deemed for all purposes under the Declaration and these Bylaws to be the duly and validly appointed representative for all Owners of the Unit or Fractional Ownership Interest, the Association and the Executive Board shall be entitled to rely on the authority of such Owner to vote with respect to the Unit or Fractional Ownership Interest, and the vote cast by such person shall be the validly cast vote of all of the Owners of such Unit or Fractional Ownership Interest and shall bind such other Owners.

Section 3.8 Quorum and Voting.

3.8.1 Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Association members possessing twenty percent (20%) of all votes entitled to be cast at a meeting of all members and ten percent (10%) of all votes in each class of members shall constitute a quorum, and such members present in person or by proxy shall constitute the

members entitled to vote upon any issue presented at a meeting of all members at which a quorum is present. The presence in person or by proxy of the members of a particular class of members possessing twenty percent (20%) of all votes entitled to be cast at a meeting of such class shall constitute a quorum, and such members present in person or by proxy shall constitute the members entitled to vote upon any issue presented at a meeting of the members of such class at which a quorum is present. A majority of votes entitled to be cast by such members present in person or by proxy shall be sufficient to make decisions binding on all Owners or any class of Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the articles of incorporation of the Association, or these Bylaws.

3.8.2 At any meeting of all of the members of the Association, or any meeting of any class of members, at which a quorum is present, a quorum shall be deemed to exist throughout such meeting until it is adjourned.

ARTICLE 4 EXECUTIVE BOARD

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by an Executive Board, composed of from three (3) to seven (7) persons during the Declarant Control Period and seven (7) persons thereafter. After the expiration of the Declarant Control Period there shall be three classes of Directors, as follows: (i) the Directors elected by the Residential Unit Members (the "Residential Directors"); (ii) the Directors elected by the Commercial Unit Members (the "Commercial Directors"); (iii) the Directors elected by the Apartment Unit Members (the "Apartment Directors") and (iv) the Director elected by all members of the Association at large. The Directors may be nonresidents of Colorado, but all Directors elected by the members (as opposed to any Directors appointed by Declarant pursuant to Section 4.2 below) must be owners of Units or their delegates.

Section 4.2 Declarant Control. Notwithstanding anything to the contrary provided for herein, Declarant shall be entitled during the Declarant Control Period (defined below) to appoint and remove the members of the Association's Executive Board and officers of the Association and a majority of such members shall constitute a quorum for the Executive Board and an act by a majority of such quorum shall be an act of the Executive Board, subject to the following restrictions:

4.2.1 Not later than sixty (60) days after Declarant has conveyed to Owners a number of Sold Units (defined below) equal to twenty-five percent (25%) of the maximum number of Units permitted pursuant to Section 1.3 of the Declaration, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Owners other than Declarant at large (without regard to the provisions of Section 2.7 of these Bylaws or Section 4.4 of the Declaration regarding election of certain Directors by certain classes of Members).

4.2.2 Not later than sixty (60) days after Declarant has conveyed to Owners a number of Sold Units equal to fifty percent (50%) of the maximum number of Units permitted pursuant to Section 1.3 of the Declaration, not less than thirty-three and one-third percent (33

1/3%) of the members of the Executive Board shall be elected by Owners other than Declarant, as more fully described in Section 2.7 above.

4.2.3 Not later than the termination of the Declarant Control Period, the Owners shall elect an Executive Board of seven (7) members in the manner and subject to the provisions of Section 2.7 of these Bylaws, at least a majority of whom shall be Owners other than Declarant or designated representatives of Owners other than Declarant.

4.2.4 The Declarant Control Period is hereby defined as the period of time commencing on date of incorporation of the Association and terminating on the earliest of the following events: (i) sixty (60) days after Declarant has conveyed to Owners a number of Sold Units equal to seventy-five percent (75%) of the maximum number of Units permitted pursuant to Section 1.3 of the Declaration, (ii) two (2) years after the last conveyance of a Unit by Declarant in the ordinary course of business, (iii) two (2) years after any right of Declarant to add new Units was last exercised, or (iv) the date on which Declarant voluntarily relinquishes such power evidenced by a notice recorded in the Office of the Clerk and Recorder for Denver County, Colorado.

4.2.5 "Sold Units" is defined as Units sold to Owners. The number of Sold Units is calculated as the sum of (A) the number of separately subdivided Units that (I) are within a developed Project and (II) have been conveyed by Declarant to Owners, and (B) the number of Units allocated, pursuant to Exhibit B to the Declaration, to Project Lots that (I) are Undeveloped Property as defined in the Declaration and (II) have been conveyed by Declarant to Owners.

For purposes the Declaration and these Bylaws, a Unit that is subdivided into Fractional Ownership Interests shall be deemed conveyed to an Owner other than Declarant for purposes of determining Declarant control only after conveyance of one hundred percent (100%) of the Fractional Ownership Interests in such Unit.

Section 4.3 Initial Executive Board. The Executive Board shall initially consist of three Directors. The names and addresses of three (3) persons who are to initially act in the capacity of Directors until their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Mark Smith	1443 Larimer Street Denver, Colorado 80202
James Hill	1443 Larimer Street Denver, Colorado 80202
David Thomson	1443 Larimer Street Denver, Colorado 80202

Section 4.4 Terms of Office of Initial Board. The terms of office of the Executive Board initially appointed by Declarant under Section 4.3 above shall be set by Declarant (subject to the provisions of termination under Section 4.2).

Section 4.5 Terms of Office of Subsequent Boards. Subject to the requirements of Section 38-33.3-303 of the Act, every Director elected to replace the members of the Executive Board appointed by Declarant during the Declarant Control Period shall serve a term of from one (1) to three (3) years, so that the term of one-third (1/3) (or as close thereto as possible) of the Directors shall expire each year. Elections of Directors shall be conducted as provided in Section 4.6 below. The Directors shall hold office until their successors have been elected and qualified.

Upon expiration of the Declarant Control Period, the Directors shall be elected to the following terms: (i) the Director elected by Residential Unit Members, together, who receives the highest number of votes shall be elected for a three (3) year term, and the other shall be elected for a one (1) year term (in the event of a tie, such Directors shall agree among themselves regarding their terms); (ii) the Directors elected by the Apartment Unit Members shall be elected for a two (2) year term; (iii) the Director elected by the Commercial Unit Members who receives the highest number of votes shall be elected for a three (3) year term and the other shall be elected for a one (1) year term (in the event of a tie, such Directors shall agree among themselves regarding their terms); and (iv) the Director elected by all members at large shall be elected for a three (3) year term. All Directors elected to replace the Directors initially elected by the members after the expiration of the Declarant Control Period shall be elected for three (3) year terms.

Section 4.6 Board Elections. Upon the events listed in Section 4.2 above requiring that certain member(s) of the Executive Board be elected by the Owners other than Declarant, a special meeting of the Association shall be called to hold elections for persons to replace such resigning members of the Executive Board.

The Directors shall hold office until their successors have been elected and qualified. Nominations of candidates for the Executive Board may be made by any members of the applicable membership class in the Association (including persons who are then members of the Executive Board). The candidate receiving the largest percentage of all votes of members within the applicable membership class present in person or represented by proxy at the meeting shall be elected. Cumulative voting is prohibited.

Section 4.7 Removal of Directors. At any regular or special meeting of the Association duly called at which a quorum of the applicable class of members exists, any one or more of the Directors elected by a class of members may be removed with or without cause by a vote of sixty-seven percent (67%) of the votes of the members of such class present and entitled to be cast at such meeting; provided, however, that any Director elected by the Declarant may be removed only by the Declarant. Successors may then and there be elected by such members to fill the vacancies thus created.

Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Executive Board shall designate by resolution or motion when such regular or special meeting shall be held after such meeting is properly set or called in accordance with these Bylaws and Colorado law.

Section 4.8 Vacancies. Any vacancy occurring in a particular class of Directors, other than as provided in Section 4.7 above, may be filled by the affirmative vote of a majority of the remaining Director(s) within such class. Any vacancy in the position of Director at Large shall be filled by the affirmative vote of a majority of the remaining Directors. The term of the Director so elected shall be coincident with the term of the replaced Director.

Section 4.9 Quorum of Directors. A majority of the number of Directors fixed from time to time by these Bylaws which includes a Residential Director, an Apartment Director and a Commercial Director shall constitute a quorum for the transaction of business of the entire Executive Board. Any act by a majority of a quorum of the Directors shall be an act of the Executive Board. A majority of Directors in a particular class shall constitute a quorum for such class and any act by a majority of a quorum of any class of Directors shall be an act of such class. At any meeting of the Executive Board at which a quorum is present, a quorum shall be deemed to exist throughout such meeting until it is adjourned.

Section 4.10 Place and Notice of Directors' Meetings. Any regular or special meetings of the Executive Board may be held at such place within or without the State of Colorado and upon such notice as the Board may prescribe. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Executive Board, any member of the Board may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in the waiver of notice of such meeting. The Executive Board 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 members of the Executive Board. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board.

The Executive Board may participate in a meeting by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.11 Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Executive Board may do all such acts and things which are not specifically required to be done by the members of the Association by law, the Declaration, the articles of incorporation of the Association, or these Bylaws.

Section 4.12 Other Powers and Duties. Without limiting the generality of the powers and duties set forth in Section 4.11 of these Bylaws, the Executive Board shall be empowered and shall have the powers and duties as follows:

4.12.1 To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions, and to perform the Functions of the Association, set forth in the Declaration.

4.12.2 To adopt and amend from time to time administrative rules and regulations governing the use and operation of the Common Area as provided in the Declaration.

4.12.3 To keep in good order, condition, and repair all the Common Area and all items of personal property, if any, used in the enjoyment of Riverfront Park in accordance with the terms of the Declaration. No approval of the Owners is required for expenditures for these purposes.

4.12.4 To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Area in accordance with the terms of the Declaration.

4.12.5 In accordance with the terms of the Declaration, to obtain and maintain in effect the insurance coverage specified in the Declaration to the extent that insurance is available from reputable carriers at costs which are not demonstrably unreasonable.

4.12.6 Subject to the budgeting procedures contained in the Declaration, to fix, determine, levy, and collect the prorated annual Assessments to be paid by each of the members towards the gross expenses of Riverfront Park, and to adjust, decrease, or increase the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves to the members against the next succeeding Assessment period.

4.12.7 To levy and collect special Assessments whenever, in the opinion of the Executive 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, subject to any limitations imposed by the Declaration and the Act, and further subject to the requirement that all special Assessments shall be based on a budget adopted in accordance with the terms of the Declaration prior to levying a special Assessment.

4.12.8 To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; to enforce a late charge of fifteen percent (15%) of the amount outstanding or such other charge as the Executive Board may fix by rule from time to time in connection with Assessments remaining unpaid more than fifteen (15) days from due date for payment thereof; and to collect interest on unpaid Assessments in accordance with Article 5 of the Declaration at the Maximum Rate in effect on the date the obligation to pay such interest arises.

4.12.9 To protect and defend Riverfront Park from loss and damage by suit or otherwise.

4.12.10 Subject to restrictions as may be set forth in the Declaration and the Act, to borrow funds in order to pay for any expenditure or outlay required for Riverfront Park or portion of Riverfront Park pursuant to the authority granted by the provisions of the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Association may deem necessary; provided, however, that the Association shall not borrow more than \$25,000 or cause the Association to be indebted for more than \$25,000 at any one time without the prior approval of a majority vote of the members.

4.12.11 To dedicate, sell, or transfer all or any part of the Common Area to any public, governmental, or quasi-governmental agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; and subject to such additional limitations as may be set forth in the Declaration and the Act. The Act currently restricts the conveyance or encumbrance of the Common Area pursuant to Section 38-33.3-312 of the Act.

4.12.12 To enter into contracts within the scope of their duties and powers, including, without limitation, contracts with any District or other homeowners' associations or entities to provide services for the benefit of members and their families, guests, tenants and invitees.

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

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

4.12.15 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.

4.12.16 In general, to perform all other acts permitted under the Act, to carry on the administration of the Association and to do all those things necessary and responsible in order to carry out the proper governance and operation of the Association, all in accordance with the Declaration.

Section 4.13 Managing Agent. The Executive Board may employ for the Association a Managing Agent at a compensation established by the Executive Board, to perform such duties and services specified in Section 4.12 above as the Executive Board shall authorize; provided, however, that the Executive Board in delegating such duties shall not be relieved of its responsibility under the Declaration or the Act.

Section 4.14 Directors' Compensation. Directors shall not be paid any compensation for their services performed as such Directors unless a resolution authorizing such remuneration shall have been adopted by the Association. Each member of the Executive Board shall receive reimbursement for reasonable transportation, meals, and lodging expenses for attendance at any regular or special meeting of the Executive Board or for other actual expenses incurred in connection with the performance of his duties of office as a member of the Executive Board.

ARTICLE 5 OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a President, Vice-President-Residential, Vice-President-Apartment, Vice-President-Commercial, Secretary, Treasurer and such other officers as the Executive Board may from time to time by resolution create. The President must be a member of the Executive Board.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Executive Board and thereafter at the first meeting of the Executive Board following each annual meeting of the members.

Section 5.3 Term. The officers of the Association shall be elected annually by the Executive Board and each shall hold office for one year unless such officer shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Executive 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 Executive Board may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. 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 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.7 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 5.8 Duties. The duties of the officers are as follows:

5.8.1 President. The President shall: preside at all meetings designated for all Association members and the Executive Board; see that orders and resolutions of the Executive Board are carried out; sign all leases, mortgages, deeds, and other written instruments; co-sign all promissory notes; and exercise and discharge such other duties as may be required of the President by the Executive Board.

5.8.2 Vice-Presidents. The Vice-President-Residential, Vice-President-Apartment and Vice-President-Commercial shall: preside at the meetings designated for the Apartment Owners, Residential Owners and Commercial Owners respectively; act in the place and stead of the President in the event of his absence, inability, or refusal to act; and exercise and discharge such other duties as may be required of the Vice-Presidents by the Executive Board.

5.8.3 Secretary. The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the members and the Executive Board; keep the corporate stamp or seal of the Association and place it on all papers requiring said stamp or seal; serve notice of meetings of the Executive Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Executive Board.

5.8.4 Treasurer. 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 Executive Board; co-sign all promissory notes of the Association; sign all checks of the Association unless the Executive Board specifically directs otherwise; keep proper books of account; at the direction of the Executive Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE 6 INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the extent permitted by law and consistent with the articles of incorporation of the Association, the Association shall indemnify every Director, officer, employee and agent of the Association and every person who serves at the request of the Association as a manager, director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, or other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article shall not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

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 such actions or omissions in the performance of such person's duties for the Association. The foregoing rights shall not be exclusive of other rights to which such Director or officer or other person may be entitled. All liability, loss, damage, cost, and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a Common Expense.

ARTICLE 7 BYLAWS

Section 7.1 Amendments.

7.1.1 These Bylaws may be amended by action of the Executive Board, with the affirmative vote of at least one Commercial Director, one Apartment Director and one Residential Director (provided that such requirement shall apply only after the expiration of the Declarant Control Period), at a regular or special meeting of the Executive Board. No amendment shall serve to shorten the term of any Director, impair the rights of a membership

class without the affirmative vote of a majority of a quorum of that class, conflict with the Act or delete any provision which must be contained in these Bylaws under the terms of the Act, or conflict with the articles of incorporation of the Association or the Declaration.

7.1.2 Prior to the expiration of the Declarant Control Period, matters provided for Sections 2.6, 2.7, 4.1, 4.2, 4.7 and 4.8 of these Bylaws cannot be amended without the unanimous vote of the members of the Executive Board.

Section 7.2 Compliance With the Act. These Bylaws are intended to comply with the requirements of the Act. If any of these Bylaws conflict with the provisions of the Act, the provisions of the Act will govern the Association.

Section 7.3 Conflict Between Documents. In the case of any conflict between the articles of incorporation of the Association and these Bylaws, the articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the articles of incorporation of the Association, the Declaration shall control.

ARTICLE 8 SERVICES

The Association, whether through all Owners or through a class of Owners or through a Managing Agent, shall initially provide, among others, the following services relating to the administration and operation of the Association and Riverfront Park, funded through the related payments outlined below from regular, annual Assessments, which may be amended or supplemented from time to time by the procedures set forth in the Declaration:

- (a) administrative payroll;
- (b) accounting services;
- (c) provision of office supplies;
- (d) provision of maintenance supplies;
- (e) legal services;
- (f) electricity service for the Common Area, including area lighting;
- (g) payment of reimbursable expenses of the Executive Board;
- (h) maintenance of insurance for Common Area, and other insurance specified in the Declaration; and
- (i) establishment of reserve fund for maintenance, repair, and replacement of the Common Area as required by the Declaration.

ARTICLE 9 NONPROFIT CORPORATION

The Association is not organized for profit. No member of the Association, member of the Executive Board, or person from whom the Association may receive any property or funds or shall be lawfully entitled to receive any pecuniary profit from the operations of the Association,

and in no event shall any part of the funds or assets of the Association be paid as a dividend, or be distributed to, or inure to the benefit of, any member of the Association or Director. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (2) any member or Director 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, and (3) the distribution of any proceeds of insurance or from condemnation or the sale of Riverfront Park as described in the Declaration.

ARTICLE 10 OBLIGATIONS OF THE OWNERS

Section 10.1 Assessments. Except as otherwise provided in the Declaration, all Owners shall be obligated to pay the Assessments imposed by the Association to meet the Common Expenses. Unless otherwise determined by the Association, the annual Assessments, and any special Assessments which are to be paid in periodic installments, shall be paid periodically in advance and shall be due and payable to the Association at its principal office, or as the Association may otherwise direct in any Management Agreement, without notice (except as otherwise required by the Declaration), on the first day of the payment period. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these Bylaws, if, and only if, he shall have fully paid all Assessments made or levied against him and the Unit or Fractional Ownership Interest owned by him.

Section 10.2 Registration of Mailing Address. All Owners of each Unit or Fractional Ownership Interest shall have one and the same registered mailing address to be used by the Association for mailing of 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 an Owner or Owners shall be furnished by such Owners to the secretary of the Association within five days after transfer of title, and such registration shall be in written form and signed by all of the Owners of the Unit or Fractional Ownership Interest or by such persons as are authorized by law to represent the interests of all Owners thereof. Notwithstanding the foregoing, the Association shall be entitled to rely upon any such registration or other notice of a change in address of the Owners of the Unit or Fractional Ownership Interest which is signed by less than all of the Owners of such Unit or Fractional Ownership Interest. If the Unit is the registered address of the Owners (provided, however, that the Unit may not be the registered address of the Owner of any Fractional Ownership Interest), then any notice shall have been deemed to be duly given if it is delivered to any person occupying that Unit or, if such Unit is unoccupied, if the notice is held and available for the Owners at the principal office of the Association. The registered address may be changed from time to time by designation in accordance with this Section.

Section 10.3 Use of Common Area. Each Owner shall use the Common Area in accordance with the purpose for which it is intended without hindering or encroaching upon the

lawful rights of the other Owners. The Association shall have the right to restrict the use and enjoyment of any Common Areas by Owners of Fractional Ownership Interests to the time period covered by the applicable Fractional Ownership Interest and so long as such Owners in fact occupy the Unit that is subject to the Fractional Ownership Interest during such period.

Section 10.4 Assessments, Debts, and Other Obligations By Owner. The Assessments, debts, and other obligations assumed by the Owner include the following:

10.4.1 The duty of Owners as set forth in the Declaration to reimburse the Association for repair or replacement of Common Area, when such repair or replacement is occasioned by the negligent or willful act or omission of said Owner, his family members, employees, guests, or invitees.

10.4.2 The duty to pay all annual, special, and default Assessments provided for and governed by Article 5 of the Declaration and levied for any purpose authorized by the Declaration.

10.4.3 The responsibility for each Owner to obtain that insurance related to his Unit provided for in Article 9 of the Declaration.

10.4.4 The duty to pay any separately metered or assessed utility costs and ad valorem taxes and special assessments levied by the State of Colorado or any political subdivision thereof on an Owner's Unit.

10.4.5 The duty to indemnify and hold harmless each of the other Owners and the Association, pursuant to Article 10 of the Declaration, from any liability arising from the claim of any mechanics' liens against an Owner's Unit or Fractional Ownership Interest or against the Common Area.

10.4.6 The duty to adhere to and comply with all use restrictions of Article 8 of the Declaration.

10.4.7 The burdens imposed by the easements set forth in Article 7 of the Declaration.

10.4.8 The obligation to submit to the appointment of the Association as attorney in fact for purposes of dealing with Riverfront Park upon its damage, destruction, or obsolescence as provided in the Declaration.

10.4.9 The restrictions, limitations, and prohibitions relative to partitioning, severing ownership interests in the Common Area, and leasing Units and Fractional Ownership Interests as set forth in the Declaration.

10.4.10 Such other duties and obligations as may be imposed under the Declaration or these Bylaws and other Association Documents.

ARTICLE 11 COMMITTEES

The Executive Board of the Association may appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE 12 BOOKS AND RECORDS; STATEMENT OF ACCOUNT

Section 12.1 Inspection. The records of receipts and expenditures of the Executive Board and other books, records and papers of the Association, including the Declaration, the articles of incorporation, and these Bylaws of the Association, as well as any Management Agreement and any rules and regulations of the Association, shall be available for inspection during convenient weekday business hours by the Owners and their lenders and to holders, insurers or guarantors of First Mortgages at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 12.2 Statement of Account. Upon fourteen (14) calendar days' prior written notice to the relevant Managing Agent, if any, or to the Executive Board, and payment of a reasonable fee, any Owner shall be furnished a statement of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, together with such other information available pursuant to Section 5.14 of the Declaration.

ARTICLE 13 CORPORATE SEAL

The Association shall have a seal or stamp in circular form having within its form the words: "Riverfront Park Association."

ARTICLE 14 FISCAL YEAR

The fiscal year of the Association shall begin on a date to be determined by action of the Executive Board, except that the first fiscal year shall begin on the date of incorporation.


CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Riverfront Park Association, a Colorado nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of that Association, as duly adopted by written action of the Executive Board of that Association, on the 7th day of April, 2000.

Dated: April 7, 2000.



David Thomson, Secretary

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