

## **BYLAWS ONE RIVERFRONT ASSOCIATION**

The name of the corporation shall be ONE RIVERFRONT 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, use and control of the condominium project (the "Project"), located on that certain real property situated in the City and County of Denver, State of Colorado, as more fully described in Exhibit A of the Declaration for ONE Riverfront, filed for record with the Clerk and Recorder of City and County of Denver, Colorado, as amended or supplemented from time to time (the "Declaration"); (ii) to serve the legitimate interests of the Owners of each of the Units, and (iii) to promote the general health, safety and welfare of the Owners, residents, and occupants of the Project.

Section 1.2 Assent. All present or future Owners, tenants, future tenants, or any other persons using the facilities of the Project 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 Condominium Units of the Project or the mere act of occupancy of any of those Units 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. Ownership of a Unit is required in order to qualify for membership in the Association.

Section 2.2 Representation on Executive Board. If title to a Unit is held by a firm, corporation, partnership, limited liability company, association, or other legal entity or any combination thereof, or if any entity shall have title to more than one (1) Unit, then that entity may appoint, by a writing furnished to the Association, a delegate to represent each such Unit as a candidate for, and if elected, as a member of, the Executive Board. 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 which he or she represents.

Section 2.3 Responsibilities of Members. Any person, including Declarant, on becoming an Owner of a Unit, shall automatically become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any 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 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 of Units. Such membership card shall be surrendered to the Executive Board of the Association whenever ownership of the Unit designated on the card shall terminate.

Section 2.5 Membership. The Association shall have two (2) classes of voting membership consisting of all Owners.

2.5.1 ONE Riverfront Members. All Owners of ONE Riverfront Units and the Declarant so long as Declarant continues to own an interest in a ONE Riverfront Unit.

2.5.2 City House Members. All Owners of the City House Units and the Declarant so long as Declarant continues to own an interest in a City House Unit.

Section 2.6 Voting Rights. Each Condominium Unit shall be allocated a number of votes for the purpose of matters relating to the General Common Elements or the Project as a whole equal to the same number which is described as a percentage interest in the General Common Elements allocated to each Unit as set forth in Exhibit B to the Declaration. In addition, each ONE Riverfront Unit shall be allocated the number of votes for the purpose of matters relating to the Limited Common Elements-ONE or the ONE Riverfront Building equal to the percentage interest in such Limited Common Elements-ONE allocated to such Unit as set forth in Exhibit B of the Declaration. Each City House Unit shall be allocated the number of votes for the purpose of matters relating to the Limited Common Elements-CH or the City House Building equal to the percentage interest in such Limited Common Elements-CH allocated to such Unit as set forth in Exhibit B of the Declaration. The Association shall not have a vote with respect to any Unit which may be owned by it. Declarant shall be entitled to vote with respect to Units owned by it. Members of the Association may exercise such voting rights subject to and in accordance with the provisions herein and those of the Declaration. All members of the Association shall be entitled to vote on all matters affecting the Project which are required by the Declaration or the Act to be submitted to the vote of the Owners; provided, however, certain issues relating to the operation and maintenance of the Project do and may affect only the valid interest of either the ONE Riverfront Owners or the City House Owners, such as the operation and maintenance of the Limited Common Elements-ONE and the Limited Common Elements-CH. In addition, it is hereby determined that in order to protect the valid interests of the two (2) classes of ONE Riverfront Owners and City House Owners, each class requires representation on the Executive Board and is hereby entitled to elect certain Directors thereto. In order to protect the legitimate, distinct interests of both the ONE Riverfront Owners and the City House Owners, the following matters shall be voted by each class of ONE Riverfront Owners and City House Owners:

2.6.1 Election of Directors. During the Declarant Control Period as more particularly described below, the Directors shall be appointed by the Declarant without regard to the classes of Directors or the election thereof by certain classes of Members as described in this subsection below. The initial Executive Board shall consist of three (3) persons. After expiration of the Declarant Control Period, the Executive Board shall consist of either three (3) or five (5) persons, of which the ONE Riverfront Owners shall be entitled to nominate and elect one (1) of the three (3) or two (2) of the five (5), respectively, the City House Owners shall be entitled to nominate and elect one (1) of the three (3) or two (2) of the five (5), respectively, and all Owners collectively shall be entitled to nominate and elect one (1) Director at Large.

2.6.2 Approval of Budget. Each class of Owners shall have the right of approval of that portion of the budget pertaining to the Limited Common Elements related to such class.

2.6.3 Valid Class Interests. In addition to the foregoing, should the Executive Board deem a particular matter which is required by this Declaration or the Act to be submitted to the vote of the Owners to affect exclusively one (1) class of membership of the Association, the Executive Board may give notice of a meeting of either the ONE Riverfront Owners or the City House Owners exclusively and conduct a vote on the matter affecting only that class in order to protect the legitimate, valid interest of such class. Any determination by the Executive Board that a matter should be for the consideration of all Owners and not for the independent consideration of either or both groups of the ONE Riverfront Owners and the City House Owners, shall require, in addition to the affirmative vote of a majority of voting Directors of the Executive Board, the affirmative vote of at least one (1) ONE Riverfront Director and one (1) City House Director. If (a) a vote by the Executive Board to determine whether a matter should be for the consideration of all Owners results in an affirmative vote of a majority of voting Directors, but fails to result in the affirmative vote of at least one (1) ONE Riverfront Director and one (1) City House Director, and (b) a majority of all Directors vote within fifteen (15) days thereafter to submit such issue to arbitration, then the issue of whether a matter should be considered by all Owners shall be submitted to binding arbitration in the City and County of Denver, Colorado in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitration shall be final and binding on the parties and judgment may be entered thereon in a court having jurisdiction over the Association. The arbitrator shall be appointed by the Executive Board, which appointment shall require, in addition to the affirmative vote of a majority of voting Directors, the affirmative vote of at least one (1) ONE Riverfront Director and one (1) City House Director. In the event the Executive Board is unable to do so within ten (10) days of submitting this matter to arbitration, the arbitrator shall be designated by the chief judge in the District Court of the City and County of Denver, Colorado. The cost and expense of the arbitrator shall be deemed an expense of the Association.

Where a vote by a class of membership is called as set forth herein, only those votes attributable to the class eligible to vote on the particular issue will be counted in determining whether the vote will constitute an act of the members of such class.

Notwithstanding any provision in this Declaration or in the bylaws of the Association, no term pertaining to voting requirements in this Declaration or in the bylaws shall be construed so as to violate the Act.

### **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 (1) 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 (a) if the meeting is a meeting of all Owners, then by the President, the Executive Board, or the members having an ownership interest in the General Common Elements representing one-fourth of the total ownership interests in the General Common Elements, or (b) if the meeting will affect only the interests of one (1) class, then by action of the Directors of such class or the members having an ownership interest in the relevant Limited Common Elements representing one-fourth of the total ownership interests in such Limited Common Elements.

Section 3.4 Notice of Meetings. Written notice given in accordance with Section 6.7 of the Declaration to the members 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 Condominium Unit entitled to be represented by a vote at such meeting. In addition, the notice of any meeting shall be physically posted in a conspicuous place in the Project and shall be posted on the Association's website to the extent the Association maintains a website.

Section 3.5 Adjourned Meetings. If any meeting of Association members 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 a minimum, such form shall include the following: (i) identification of the Unit to which the proxy relates; (ii) the name of the holder of the proxy (which must be only one (1) 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. The Association is entitled to reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Owner. The Association and its officer or agent who accepts or rejects a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this section are not liable in damages for the consequences of the acceptance or rejection. Any action of the Association based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation under this Section is valid unless a court of competent jurisdiction determines otherwise.

Section 3.7 Designation of Voting Representative--Proxy. If title to a Unit is held by more than one (1) 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 (1) person or alternate persons to attend all annual and special meetings of the Association members and to cast the vote allocated to that Unit. In the absence of a proxy, the vote allocated to the Unit shall be suspended in the event more than one (1) person or entity seeks to exercise the right to vote on any matter. In the event that a vote is cast by a member on behalf of such member's Unit without objection at the meeting at which such vote is cast by any other Owner of such Unit, 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, the Association and the Executive Board shall be entitled to rely on the authority of such Owner to vote with respect to the Unit, and the vote cast by such person shall be the validly cast vote of all the Owners of such Unit and shall bind such other Owners.

Section 3.8 Voting by Mail. Voting by mail is permitted for election of the Executive Board, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the Act and the Colorado Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In case of a vote by mail, the Secretary of the

Association will give written notice to all members, which notice will include a proposed written resolution setting forth a description of the proposed action, a statement that the members are entitled to vote by mail for or against such proposal, a statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received, and the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

Section 3.9 Quorum and Voting. Except as otherwise provided in these Bylaws, the presence in person or by proxy of 25% of all votes entitled to be cast at such meeting, 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 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 the 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. At any meeting of the 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 either three (3) or five (5) persons. Except during the period of Declarant control described in Section 6.4 of the Declaration and in Section 4.2 below, during which time all Directors shall be appointed as provided in Section 4.2, the members of the Association shall be entitled to nominate and elect all members of the Executive Board. 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 Condominium 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, subject to the following restrictions:

4.2.1 Not later than sixty (60) days after conveyance by Declarant of twenty-five percent (25%) of the Units to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Owners other than Declarant.

4.2.2 Not later than sixty (60) days after conveyance by Declarant of fifty percent (50%) of the Units to Owners, 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.

4.2.3 Not later than the termination of the Declarant Control Period, the Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Owners other than Declarant or designated representatives of Owners other than Declarant.

The Declarant Control Period is hereby defined as the period of time commencing on the date of incorporation of the Association and terminating on the earliest of the following events: (i) sixty (60) days after conveyance by Declarant of seventy-five percent (75%) of the Units to Owners other than the Declarant, (ii) two (2) years after the last conveyance of a Unit by Declarant in the ordinary course of

business, or (iii) the date on which Declarant voluntarily relinquishes such power evidenced by a notice recorded in the Office of the Clerk and Recorder of the City and County of Denver, Colorado.

Section 4.3 Initial Executive Board. The Executive Board shall initially consist of three (3) 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>
Chris Frampton	c/o East West Partners 1610 Little Raven Street, Suite115 Denver, CO 80202
Amy Fuller	c/o East West Partners 1610 Little Raven Street, Suite110 Denver, CO 80202
Matt Mahoney	c/o East West Partners 1610 Little Raven Street, Suite110 Denver, CO 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 appointed or elected to replace the members of the Executive Board appointed by Declarant during the Declarant Control Period shall serve a term of from one to three years, so that the term of one (1) ONE Riverfront Director and one (1) City House Director shall expire each year, and the term of the Director at Large shall expire the third year after the year of his election. 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.

Section 4.6 Board Elections. Votes for positions on the Executive Board shall be taken by secret ballot and, upon the request of one or more Owners, a vote on any other matter affecting the Association on which all Owners are entitled to vote shall be by secret ballot. Ballots shall be counted by a neutral third party or by an Owner who is not a candidate, who attends the meeting at which the vote is held, and who is selected at random from a pool of two or more such Owners. The results of the vote shall be reported without reference to names, addresses, or other identifying information.

Nominations of candidates for the Executive Board may be made by any members of the applicable membership classification in the Association (including persons who are then members of the Executive Board). In the election of ONE Riverfront Directors by ONE Riverfront Owners, each ONE Riverfront Owner shall have the right to vote the number of votes to which he is entitled for as many persons as there are ONE Riverfront Directors to be elected. In the election of City House Directors by City House Owners, each City House Owner shall have the right to vote the number of votes to which he is entitled for as many persons as there are City House Directors to be elected. In the election of the Director at Large by all of the Owners, each Owner shall have the right to vote the number of votes to which he is entitled for that Director. The candidate receiving the largest percentage of all votes of

members present in person or represented by proxy at the meeting and entitled to vote for such candidate shall be elected. Cumulative voting shall not be allowed.

Section 4.7 Removal of Directors. At any regular or special meeting of the Association members duly called at which a quorum exists, any one or more of the Directors elected by the members may be removed with or without cause by a vote of sixty-seven percent (67%) of the votes of such members 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 the class of either the ONE Riverfront Directors or the City House Directors may be filled by the affirmative vote of a majority of the remaining Directors within the class of membership which elected such Director, though less than a quorum of the Executive Board. Any vacancy of the Director at Large may be filled by the affirmative vote of a majority of the remaining Directors, including at least one (1) ONE Riverfront Director and one (1) City House Director; provided, however, if the Directors cannot fill the vacancy in this manner, the Director at Large shall be nominated and elected by the Owners in the manner described in Section 2.6 hereof. The term of any Director so elected shall be coincident with the term of the replaced Director.

Section 4.9 Quorum of Directors. The presence in person or by proxy of a majority of the Directors, including at least one (1) ONE Riverfront Director and one (1) City House Director, fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business on behalf of the entire Association. Any act by a quorum of all Directors shall be an act of the Executive Board except when a higher standard is required, pursuant to the Declaration or the Act. A majority of the number of the ONE Riverfront Directors or City House Directors fixed by these Bylaws shall constitute a quorum for the transaction of business on behalf of either the ONE Riverfront Owners or City House Owners, as permitted herein and in the Declaration. Any act by a quorum of either the ONE Riverfront Owners Directors or the City House Directors shall be an act of the Directors of the relevant class of Owners. At any meeting of the Executive Board or the Directors representing a class of Owners 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 the City and County of Denver, 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. Agendas for all regular and special meetings of the Executive Board shall be made reasonably available for examination by all members of the Association or their representatives.



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, whether acting on behalf of the entire Association or through the class of Directors representing the Owners affected by the relevant issues. The Executive Board and each class of Directors, when acting on behalf of the relevant class, 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.

During the Declarant Control Period, all members of the Executive Board shall be certified to participate in all Association affairs without regard to the provisions of this Section and any specific responsibilities of any class of Directors shall be undertaken by the entire Executive Board, and the entire Executive Board shall be entitled to so act. After expiration of the Declarant Control Period, all members of the Executive Board shall be entitled to participate in Association affairs which affect the Project in its entirety, the General Common Elements, both the ONE Riverfront Building and the City House Building, both the ONE Riverfront Owners and the City House Owners, or the Common Expenses affecting both the ONE Riverfront Building and the City House Building, which matters are the only matters in which the Director at Large shall participate. The ONE Riverfront Directors shall have the sole and exclusive authority on all matters which relate solely to the Limited Common Elements-ONE, to the ONE Riverfront Units or to the ONE Riverfront Building. The City House Directors shall have the sole and exclusive authority on all matters which relate solely to the Limited Common Elements-CH, to the City House Units or to the City House Building. Any determination by the Directors that a matter should be for consideration of the entire Executive Board, and not for the independent consideration of either or both groups of the ONE Riverfront Directors and/or the City House Directors, 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 (1) ONE Riverfront Director and one (1) City House Director.

If (a) a vote by the Executive Board to determine whether a matter should be for the consideration of the entire Executive Board results in an affirmative vote of a majority of voting Directors, but fails to result in the affirmative vote of at least one (1) ONE Riverfront Director and one (1) City House Director, and (b) a majority of all Directors vote within fifteen (15) days thereafter to submit such issue to arbitration, then the issue of whether a matter should be considered by the entire Executive Board shall be submitted to binding arbitration in the City and County of Denver, Colorado in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitration shall be final and binding on the parties and judgment may be entered thereon in a court having jurisdiction over the Association. The arbitration shall be conducted in the same manner as set forth in Section 2.6 hereof, the cost and expense of which shall be deemed an expense of the Association.

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 set forth in the Declaration.

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



4.12.3 To keep in good order, condition, and repair all the Common Elements and all items of personal property, if any, used in the enjoyment of the Common Elements in accordance with the terms of the Declaration. No approval of the Association members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

4.12.4 To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Elements 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 the Project, 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 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 in the amount of fifteen percent (15%) of the outstanding amount or such other charge as the Board may fix by rule from time to time in connection with Assessments remaining unpaid more than fifteen (15) days from the due date for payment thereof; and to collect interest on unpaid Assessments in accordance with Article 8 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 the Project 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 the Project or portion of the Project 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 Association members.

4.12.11 To dedicate, sell, or transfer all or any part of the General Common Elements, Limited Common Elements-ONE or Limited Common Elements-CH subject to any applicable requirements of the Act.

4.12.12 To enter into contracts within the scope of their duties and powers, including, without limitation, contracts with any metropolitan district or other homeowners' associations

or entities to provide services for the benefit of Association 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 the Association 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 To maintain and remove snow from any and all driveways, roadways, and parking areas at the Project and to maintain the lawn, trees, shrubs, and other vegetation located on the Project for the benefit of the Owners.

To provide or cause to be provided education to Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association and the Executive Board under Colorado law.

4.12.17 To delegate to the Manager or any other person or entity such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Association, and to agree to assess to the members a reasonable fee for such services, except that the duties set forth in subparagraphs 4.12.6, 4.12.7, and 4.12.8 and duties reserved to the Executive Board by law will not be so delegated.

4.12.18 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 communal aspects of condominium ownership and the proper governance and operation of the Association, all in accordance with the Declaration.

Section 4.13 Managing Agent. The ONE Riverfront Directors shall employ a Managing Agent for the Limited Common Elements-ONE, and the City House Directors shall employ a Managing Agent for the Limited Common Elements-CH. The Managing Agent for the ONE Riverfront Building shall maintain the General Common Elements. The Managing Agents shall be employed at a compensation established by the respective class of Directors, to perform such duties and services specified in Section 4.11 above as such Directors shall authorize; provided, however, that the Directors in delegating such duties shall not be relieved of their responsibilities under the Declaration or the Act.

Section 4.14 Hearing Procedure. The Board will not impose a fine, suspend voting, or suspend any rights of an Association member or other occupant of the Project for violations of rules and regulations or of the provisions of the Association unless and until the procedure below is followed:

- (a) Demand. Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:
  - (i) the alleged violation;
  - (ii) the action required to abate the violation; and

(iii) a time period of not less than 10 days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

(b) Notice. At any time within 12 months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Executive Board or its delegate will serve the violator with written notice of a hearing to be held by the Executive Board. The notice will contain the following:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time will be not less than 10 days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence and witness on the Association member's behalf; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing will be held pursuant to the notice, affording the Association member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Executive Board will be final.

(d) Appeal. The Executive Board may in its discretion appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Executive Board by written notice to the Hearing Committee, the other party and the Executive Board. The Executive Board will consider the minutes of the hearing and report the decision of the Executive Board within a reasonable period of time not exceeding 60 days after receipt of the notice. The decision of the Executive Board will be final.

(e) Notwithstanding anything herein to the contrary, judicial proceedings must be instituted before any nonconforming or violating items of construction can be altered or demolished.

(f) The foregoing procedures will not be necessary in order to impose any sanction or penalty for nonpayment of a delinquent Assessment.

Section 4.15 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 or her 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-ONE, Vice-President-CH, Secretary-ONE, Secretary-CH, 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. The Vice-President-ONE and Secretary-ONE shall be elected from the ONE Riverfront Directors. The Vice-President-CH and Secretary-CH shall be elected from the City House Directors.

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. The action of the Executive Board in electing officers (except during the Declarant Control Period) shall require, in addition to the approval of a majority of voting Directors, the approval of at least one (1) ONE Riverfront Director and one (1) City House Director.

Section 5.3     Term. The officers of the Association shall be elected annually by the Executive Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 5.4     Special Appointments. The Executive Board, with the approval of at least one (1) ONE Riverfront Director and one (1) City House Director (but only in the event such classes of Directors exist), 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 5.5     Resignation and Removal. Any officer may be removed from office with or without cause by a majority of voting Directors of the Executive Board, including the approval of at least one (1) ONE Riverfront Director and one (1) City House Director. Any officer may resign at any time by giving written notice to the Executive Board or the President. 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, with the approval of at least one (1) ONE Riverfront Director and one (1) City House Director. 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 (2) or more offices may be held by the same person, except the offices of President and any Secretary.

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

5.8.1     President. The President shall: preside at all meetings of 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-President. The Vice-President-ONE and Vice-President-CH shall: preside at the meetings designated for the ONE Riverfront Owners and City House 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-ONE and Secretary-CH shall: record the votes and keep the minutes of all meetings and proceedings of the Executive Board (with each acting as Secretary at the meetings of the respective classes and one acting at meetings designated for all members); keep the corporate stamp or seal of the Association and place it on all papers requiring said stamp or seal, in each case, if the Association has a seal; serve notice of meetings of the Executive Board and/or classes of Directors 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 separate bank accounts designated as being for General Common Elements, Limited Common Elements-ONE and Limited Common Elements-CH all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board, with a second officer who is also a ONE Riverfront Director being required as co-signer on the account designated as being for the Limited Common Elements-ONE, and a second officer who is also a City House Director being required as co-signer on the account designated as being for the Limited Common Elements-CH; co-sign all promissory notes of the Association; sign all checks of the Association (together with any other required officer) 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 (3) 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. These Bylaws may be amended by action of the Executive Board with the approval of at least one (1) ONE Riverfront Director and one (1) City House Director (but only in the event such classes of Directors exists, it being understood that if no City House Directors exist by

the terms of these Bylaws, then action by a majority of the Executive Board is sufficient to amend these Bylaws) 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 classification without approval of that classification, 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.

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 Managing Agent, shall initially provide, among others, the following services relating to the administration and operation of the Association and the Project, 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) subject to Article 7 of the Declaration, maintenance of the Common Elements, including all exterior maintenance of Buildings; grounds maintenance including irrigation water, parking area, roadway, and driveway maintenance; and snow removal on sidewalks and private driveways, roadways, and parking areas;
- (e) provision of maintenance supplies;
- (f) legal services;
- (g) electricity service for the Common Elements, including area lighting;
- (h) trash removal, if necessary;
- (i) payment of reimbursable expenses of the Executive Board;
- (j) maintenance of insurance for Common Elements and other insurance specified in the Declaration; and
- (k) establishment of reserve fund for maintenance, repair, and replacement of the Common Elements 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, shall receive 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 Owner or member of the Executive Board. 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 or her 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 the Project 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 annual Assessments imposed by the Association to meet the Common Expenses, including the expenses relating to the General Common Elements, Limited Common Elements-ONE and Limited Common Elements-CH. 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 owned by him.

Section 10.2 Registration of Mailing Address. All Owners of each Unit 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 a Unit Owner or Owners shall be furnished by such Owner(s) to the secretary of the Association within five (5) days after transfer of title; and such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of all 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 a Unit which is signed by less than all of the Owners of such Unit. If the Unit is the registered address of the Owners, 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 General Common Elements and Limited Common Elements. Each Owner shall use the General Common Elements, the Limited Common Elements-ONE and the Limited Common Elements-CH in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

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



10.4.1 The duties and obligations with respect to the maintenance of the Owner's Unit's interiors and Limited Common Elements as set forth more fully in Section 7.1 and Article 9 of the Declaration.

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

10.4.3 The duty to pay all annual, special, and default Assessments provided for and governed by Article 8 of the Declaration and levied for any purpose authorized by the Declaration.

10.4.4 The responsibility for each Owner to obtain that insurance related to his or her Individual Air Space Unit provided for in Article 10 of the Declaration,

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

10.4.6 The duty to indemnify and hold harmless each of the other Owners and the Association, pursuant to Article 12 of the Declaration, from any liability arising from the claim of any mechanics' liens against an Owner's Unit or against the Common Elements.

10.4.7 The duty to adhere to and comply with all use restrictions of Article 13 of the Declaration, and to comply with all rules and regulations established by the Executive Board.

10.4.8 The burdens imposed by the easements set forth in Article 14 of the Declaration.

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

10.4.10 The restrictions, limitations, and prohibitions relative to partitioning or severing ownership interests in the Common Elements, and leasing Units as set forth in the Declaration.

10.4.11 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; provided, however, the committees of ONE Riverfront Directors and City Hosue Directors shall exist and shall be deemed to be appointed by resolution of the Executive Board as of the creation of such classes of Directors.

**ARTICLE 12**  
**BOOKS AND RECORDS; STATEMENT OF ACCOUNT**

Section 12.1 Inspection. The records of receipts and expenditures of the Executive Board, including records of receipts and expenditures affecting General Common Elements, Limited Common Elements-ONE and Limited Common Elements-CH, 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 pursuant to the Act 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 Rules for Inspection, Maintenance and Audit. The Executive Board shall establish rules with respect to:

- a. notice to be given to the custodian of the records;
- b. hours and days of the week when such an inspection may be made;
- c. payment of the cost of reproducing copies of documents requested;
- d. determination of when annual revenues or expenditures exceed \$250,000.00;

and

e. determination of when an audit has been requested by the owners of at least one-third of the Units represented by the Association.

Notwithstanding the foregoing, Association books and records shall be maintained and made available in accordance with Sections 38-33.3-209.4 and 38-33.3-317 of the Act and shall be subject to audit or review in accordance with Section 38-33.3-303 of the Act. In addition, pursuant to Section 38-33.3-303(b)(II) of the Act, the Treasurer shall cause an annual audit of the Association books to be made by a public accountant once every two years if both the annual revenues or expenditures exceed \$250,000.00 and at least one-third of the Units represented by the Association have requested an audit as enumerated in this Section.

Section 12.3 Statement of Account. Upon fourteen (14) calendar days' 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 8.14 of the Declaration.

**ARTICLE 13**  
**CONFLICT OF INTEREST – EXECUTIVE BOARD**

If any contract, decision, or other action taken by or on behalf of the Executive Board would financially benefit any member of the Executive Board or any person who is a parent, grandparent, spouse, child, or sibling of a member of the Executive Board or a parent or spouse of any of those persons, that member of the Executive Board shall declare the conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the

discussion but shall not vote on that issue. Any contract entered into in violation of this Article is void and unenforceable.

**ARTICLE 14**  
**CORPORATE SEAL**

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

**ARTICLE 15**  
**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.

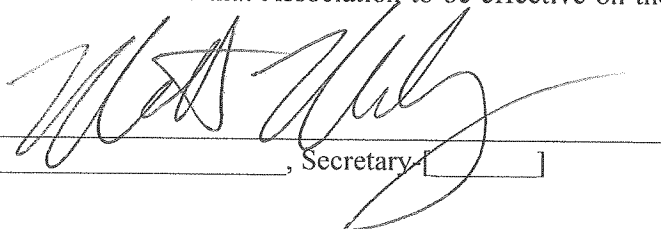
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### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary-[ ] of ONE Riverfront 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 and of the sole Member of that Association to be effective on the 16 day of April, 2007.

  
\_\_\_\_\_, Secretary [ ]