

BYLAWS
OF
AVILA PARK CONDOMINIUM ASSOCIATION, INC.,
A Colorado nonprofit corporation

**BYLAWS
OF
AVILA PARK CONDOMINIUM ASSOCIATION, INC.**

Table of Contents

	Page
ARTICLE 1. PURPOSES, ASSENT OF UNIT OWNERS, AND DEFINITIONS	1
Section 1.1. <u>Purposes</u>	1
Section 1.2. <u>Assent</u>	1
Section 1.3. <u>Definitions</u>	1
ARTICLE 2. MEMBERSHIP	1
Section 2.1. <u>Membership</u>	1
Section 2.2. <u>Responsibilities of Unit Owners</u>	1
Section 2.3. <u>Membership Certificates</u>	2
Section 2.4. <u>Voting Rights</u>	2
ARTICLE 3. MEETINGS OF UNIT OWNERS	2
Section 3.1. <u>Place of Meeting</u>	2
Section 3.2. <u>Annual Meeting</u>	2
Section 3.3. <u>Special Meetings</u>	2
Section 3.4. <u>Notice of Meetings</u>	2
Section 3.5. <u>Meeting to Approve Annual Budget</u>	2
Section 3.6. <u>Adjourned Meetings</u>	3
Section 3.7. <u>Proxies</u>	3
Section 3.8. <u>Designation of Voting Representative--Proxy</u>	3
Section 3.9. <u>Quorum</u>	3
Section 3.10. <u>Voting</u>	4
Section 3.11. <u>Waiver of Meeting and Consent to Action</u>	4
Section 3.12. <u>Action by Written Ballot</u>	4
ARTICLE 4. BOARD OF MANAGERS	5
Section 4.1. <u>Number and Qualification</u>	5
Section 4.2. <u>Required Election of Unit Owners</u>	5
Section 4.3. <u>Declarant Control of the Association</u>	5
Section 4.4. <u>Election and Term of Office</u>	6
Section 4.5. <u>Removal of Members of the Board of Managers</u>	6
Section 4.6. <u>Vacancies</u>	7
(a) <u>During Period of Declarant Control</u>	7
(b) <u>After the Period of Declarant Control</u>	7
Section 4.7. <u>Quorum of the Board of Managers</u>	7
Section 4.8. <u>Place and Notice of the Board of Managers Meetings</u>	7

Section 4.9.	<u>Powers and Duties</u>	8
Section 4.10.	<u>Managing Agent</u>	10
Section 4.11.	<u>Compensation of the Members of the Board of Managers</u>	10
Section 4.12.	<u>Board of Managers Meetings</u>	10
ARTICLE 5. OFFICERS AND THEIR DUTIES		11
Section 5.1.	<u>Enumeration of Officers</u>	11
Section 5.2.	<u>Election of Officers</u>	11
Section 5.3.	<u>Term</u>	11
Section 5.4.	<u>Special Appointments</u>	11
Section 5.5.	<u>Resignation and Removal</u>	11
Section 5.6.	<u>Vacancies</u>	11
Section 5.7.	<u>Multiple Offices</u>	11
Section 5.8.	<u>Duties</u>	11
	(a) <u>President</u>	11
	(b) <u>Vice President</u>	12
	(c) <u>Secretary</u>	12
	(d) <u>Treasurer</u>	12
Section 5.9.	<u>Execution of Instruments</u>	12
ARTICLE 6. INDEMNIFICATION OF MEMBERS OF THE BOARD OF MANAGERS AND OFFICERS		13
Section 6.1.	<u>Actions Other than by or in the Right of the Association</u>	13
Section 6.2.	<u>Actions by or in the Right of the Association</u>	13
Section 6.3.	<u>Successful on the Merits</u>	13
Section 6.4.	<u>Determination Required</u>	13
Section 6.5.	<u>Payment in Advance of Final Disposition</u>	14
Section 6.6.	<u>No Limitation of Rights</u>	14
Section 6.7.	<u>Directors and Officers Insurance</u>	14
ARTICLE 7. BYLAWS		14
Section 7.1.	<u>Amendments</u>	14
Section 7.2.	<u>Compliance with the CIOA</u>	15
Section 7.3.	<u>Conflict between Documents</u>	15
ARTICLE 8. COMMITTEES		15
ARTICLE 9. BOOKS AND RECORDS		15
Section 9.1.	<u>Records and Audits</u>	15
Section 9.2.	<u>Examination</u>	15
Section 9.3.	<u>Records</u>	16
Section 9.4.	<u>Roster</u>	16
ARTICLE 10. CORPORATE SEAL		16

ARTICLE 11. FISCAL YEAR 17

ARTICLE 12. RULES AND REGULATIONS 17

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES 17

 Section 13.1. Rights and Privileges of Members 17

 Section 13.2. Suspension of Rights 18

ARTICLE 14. INTERPRETATION 18

**BYLAWS
OF
AVILA PARK CONDOMINIUM ASSOCIATION, INC.**

The name of the corporation shall be Avila Park Condominium Association, Inc., a Colorado nonprofit corporation (the "Association").

ARTICLE 1. PURPOSES, ASSENT OF UNIT OWNERS, AND DEFINITIONS

Section 1.1. Purposes. The Association is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the "Nonprofit Act") and the Colorado Common Interest Ownership Act, Colo. Rev. Stat. § 38-33.3-101 et seq. ("CIOA"), as each may be amended from time to time. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described in the Declaration for Avila Park Condominiums, recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, as amended or supplemented from time to time (the "Declaration"); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of members of the Association.

Section 1.2. Assent. All present or future Unit Owners, Occupants, or any other persons using the facilities of the Condominium Project in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Managers pursuant to these Bylaws. Acquisition or rental of any of the Units in the Condominium Project or the mere act of occupancy of any Units shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

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. Responsibilities of Unit Owners. Any person or entity, including Declarant, on becoming a Unit Owner, 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 Unit Owner from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of Managers or others may have against such former Unit Owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto.

Section 2.3. Membership Certificates. No certificates of stock shall be issued by the Association, but the Board of Managers may, if it so elects, issue membership cards to Unit Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Unit designated on the card shall terminate.

Section 2.4. Voting Rights. Each Unit shall be allocated one (1) vote in the affairs of the Association. 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 any Unit owned by it.

ARTICLE 3. MEETINGS OF UNIT OWNERS

Section 3.1. Place of Meeting. Meetings of the Unit Owners shall be held at such place, within or without the State of Colorado, as the Board of Managers may determine.

Section 3.2. Annual Meeting. Regular meetings of Unit Owners shall be held annually. The first annual meeting of the Unit Owners shall be held within one (1) year after the date of the adoption of these Bylaws. Thereafter, the annual meetings of the Unit Owners shall be held on a date and at a time selected by the Board of Managers in each succeeding year. The purpose of the annual meetings is for the election of the members of the Board of Managers and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.3. Special Meetings. Calls for Special meetings of the Unit Owners may be made by the president of the Association, by a majority of the Board of Managers, or by written instrument signed by Unit Owners representing twenty percent (20%) of the total votes in the Association.

Section 3.4. Notice of Meetings. Written notice given in accordance with the Declaration 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 fourteen (14) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, 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 entitled to be represented by a vote at such meeting. No action shall be adopted at a special meeting except as stated in the notice.

Section 3.5. Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures and reserves for the Association's next fiscal year as proposed by the Board of Managers in accordance with applicable provisions of CIOA. A summary of the proposed budget approved by the Board of Managers shall be mailed to the Unit Owners within thirty (30) days after its adoption along with a notice of a meeting of the Association to be held not less than fourteen (14) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless at the meeting a majority of the

total votes of the Association, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified whether or not a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Managers as provided above. For the purposes of this Section 3.5, any "meeting" to ratify a proposed budget may take place by written ballot in accordance with Section 3.11, below.

Section 3.6. Adjourned Meetings. If any meeting of the Unit Owners cannot be organized because a quorum, as defined below, has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Section 3.7. Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven (11) months after its date, unless it provides otherwise. A form of proxy may be distributed to each Unit Owner to afford the Owner(s) of such Unit the opportunity to cast the vote allocated to such Unit in absentia at a meeting of Unit Owners of the Association.

Section 3.8. 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, such individuals, entity, or entities shall by written instrument executed by all such parties and delivered to the Association, appoint and authorize one (1) person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owners as a member of the Association, and serve on the Board of Managers if elected, subject to the provisions of and in accordance with the procedures described in these Bylaws. Notwithstanding the foregoing, if only one (1) of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote allocated to that Unit. If more than one (1) of the multiple Unit Owners are present, in person or by proxy, and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one (1) of the multiple Unit Owners cast the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit. If such protest is made, the vote allocated to the Unit may only be cast by written instrument executed by all Unit Owners who are present at the meeting.

Section 3.9. Quorum. Except as otherwise provided in these Bylaws, the presence at the beginning of the meeting in person or by proxy of the Unit Owners possessing sufficient votes to constitute five percent (5%) of the votes of all Unit Owners shall constitute a quorum, and such Unit

Owners present in person or by proxy shall constitute the Unit Owners entitled to vote upon any issue presented at a meeting at which a quorum is present.

Section 3.10. Voting. Except as otherwise required by the Declaration, CIOA or by these Bylaws, the votes of Unit Owners who are present either in person or by proxy at any duly convened meeting of the Association at which a quorum has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Unit Owners shall decide any question under consideration, and shall constitute the act of and be binding upon the Association.

Section 3.11. Waiver of Meeting and Consent to Action. Whenever the vote of Unit Owners at a meeting of the Association is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association (including, without limitation, a vote on ratification of a proposed Association budget pursuant to Section 3.5, above) the meeting and vote of Unit Owners may be dispensed with and the action in question may be approved if all the Unit Owners eligible to vote concerning such matter consent in writing to dispense with the meeting and consent in writing to the action in question.

Section 3.12. Action by Written Ballot. Any action that may be taken at any annual or special meeting of members (including, without limitation, any ratification of a proposed Association budget pursuant to Section 3.5, above) may be taken without a meeting and through voting by mail, if the following requirements are met:

- (i) a written ballot is distributed to every Unit Owner entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action;
- (ii) the solicitation for votes by written ballot (a) indicates the number of responses needed to meet the quorum requirements for authorization or rejection of the proposed action (or, if the proposed action is ratification of a proposed budget pursuant to Section 3.5, above, specifies that no quorum of votes is required); (b) states the percentage of votes needed to authorize or reject each matter, other than election of the Board of Managers (or, if the proposed action is ratification of a proposed budget pursuant to Section 3.5, above, states that the budget will be ratified unless rejected by a majority of the total votes of the Association); (c) specifies the time by which a ballot must be received by the Association in order to be counted; and (d) is accompanied by written information (including, if applicable, a summary of any proposed Association budget) sufficient to permit each person casting such ballot to reach an informed decision on the matter; and
- (iii) except for ratification of a proposed budget pursuant to Section 3.5, above, the number of votes cast by written ballot within the specified time period, authorizing or rejecting the proposed action, equals or exceeds the quorum required to be present at a meeting authorizing or rejecting the action, and the number of votes in favor or against the proposed action equals or exceeds the number of votes in favor or against

that which would be required to authorize or reject the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

A written ballot provided pursuant to this Section 3.12, may not be revoked. Action taken under this Section 3.12 has the same effect as action taken at a meeting of Unit Owners and may be described as such in any document.

ARTICLE 4. BOARD OF MANAGERS

Section 4.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Managers, initially composed of three (3) persons. The Board of Managers may be expanded to five (5) persons by an amendment of these Bylaws. The members of the Board of Managers may be nonresidents of Colorado, but all members of the Board of Managers elected by the Unit Owners (as opposed to any members of the Board of Managers appointed by Declarant) must be Unit Owners.

Section 4.2. Required Election of Unit Owners. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Managers shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Board of Managers must be elected by Unit Owners other than the Declarant. Not later than the termination of any Period of Declarant Control, the Unit Owners shall elect a Board of Managers of at least three (3) members, at least a majority of whom shall be Unit Owners other than the Declarant or designated representatives of Unit Owners other than Declarant. The Board of Managers shall elect the officers. The members of the Board of Managers and officers shall take office upon election.

Section 4.3. Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Managers. The Period of Declarant Control shall commence upon filing of the articles of incorporation of the Association and shall terminate no later than the earlier of:

- (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant;
- (b) two (2) years after Declarant's last conveyance of a Unit in the ordinary course of business; or
- (c) two (2) years after any right to add new Units was last exercised.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Managers before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Managers, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

The name and address of the persons who are to initially act in the capacity of the members of the Board of Managers until his successor is duly elected and qualified is as follows:

<u>Name</u>	<u>Address</u>
Scott Robinson	1942 South Xenia Court Denver, CO 80231
Judith Robinson	1942 South Xenia Court Denver, CO 80231
Trudi Robinson	1942 South Xenia Court Denver, CO 80231

Section 4.4. Election and Term of Office. Until the first annual meeting after the Period of Declarant Control, the terms of members of the Board of Managers not appointed by the Declarant shall expire at the annual meeting which occurs not less than one (1) year, nor more than two (2) years, eleven (11) months after election to the Board of Managers. At any time after Unit Owners, other than the Declarant, are entitled to elect a member of the Board of Managers, the Association may call a meeting and shall give not less than fourteen (14) nor more than fifty (50) days' notice to the Unit Owners for this purpose. This meeting may be called and the notice given by any Unit Owner if the Association fails to do so. At the first meeting of the Association after the Period of Declarant Control, the terms of the initial Board of Managers elected by the Unit Owners shall be staggered so that one (1) or more members shall be elected to serve a one (1) year term, one or more members shall be elected to serve a two (2) year term, and one or more members shall be elected to serve a three (3) year term. At the expiration of the initial term of office for each respective member of the Board of Managers, his successor shall be elected to serve a term of three (3) years. Notwithstanding any provision in this Section 4.4 to the contrary, members of the Board of Managers may be elected by written ballot pursuant to the conditions set forth in Section 3.11 above. Each member of the Board of Managers shall hold office until the election and qualification of his successor. At any meeting at which the Board of Managers is to be elected, the Unit Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Nonprofit Act for conducting the elections.

Section 4.5. Removal of Members of the Board of Managers. A regular or special meeting of Unit Owners may be called for the purpose of considering the removal of any member of the Board of Managers. The Board of Managers shall designate, by resolution or motion the date and time of such regular or special meeting after such meeting is properly set or called in accordance with these Bylaws and Colorado law. Any one (1) or more of the members of the Board of

Managers, other than a member appointed by the Declarant, may be removed with or without cause by an affirmative vote of sixty-seven percent (67%) of a quorum of the Unit Owners present in person or represented by proxy and eligible to vote. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting. Successors may then and there be elected by a majority of the remaining Board of Managers; provided however, that if the entire Board of Managers is removed at once, an election by the Unit Owners present in person or represented by proxy and eligible to vote to fill the vacancies thus created shall be immediately thereafter at the same meeting.

Section 4.6. Vacancies.

(a) During Period of Declarant Control. During the Period of Declarant Control, if a member of the Board of Managers dies or resigns, Declarant shall appoint a new member of the Board of Managers.

(b) After the Period of Declarant Control. After the Period of Declarant Control, any vacancy occurring in the Board of Managers may be filled by the affirmative vote of a majority of all of the remaining Board of Managers, though less than a quorum of the Board of Managers. The term of the member of the Board of Managers so elected shall be coincident with the term of the replaced member of the Board of Managers.

Section 4.7. Quorum of the Board of Managers. A majority of the number of members of the Board of Managers fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business. Any act by a majority vote of the Board of Managers in attendance where a quorum is present shall be an act of the Board of Managers.

Section 4.8. Place and Notice of the Board of Managers Meetings. Any regular or special meetings of the Board of Managers may be held at such place within or without the State of Colorado and upon such notice as the Board of Managers may prescribe. Any special meeting of the Board of Managers shall be preceded by at least two days' notice of the date, time and place of the meeting. The Board of Managers shall hold a regular meeting at least once each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties hereunder. Attendance of a member of the Board of Managers at any meeting shall constitute a waiver of notice of such meeting, except when a member of the Board of Managers 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 Board of Managers, any member of the Board of Managers 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 Board of Managers need be specified in the waiver of notice of such meeting. The Board of Managers shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board of Managers. Any action so approved shall have the same effect as though taken at a meeting of the Board of Managers. All or some of the members of the Board of Managers 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 4.9. Powers and Duties. The Board of Managers shall have, subject to the limitations contained in the Declaration and CIOA, the powers and duties necessary, desirable, or appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Condominium Project, including the following powers and duties:

- (a) Adopt and amend Bylaws and Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect Assessments for Common Expenses from Unit Owners;
- (d) Suspend the voting interests allocated to a Unit, and the right of a Unit Owner to cast such votes, or by proxy the votes of another, during any period in which such Unit Owner is in default in the payment of any Assessment, or, after notice and a hearing, during any time in which a Unit Owner is in violation of any other provision of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations;
- (e) Hire and discharge Managing Agents and delegate to such Managing Agents the power and duty to enforce the Rules and Regulations, subject to the requirements of the Act;
- (f) Hire and discharge employees, independent contractors and agents other than Managing Agents;
- (g) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Declaration, Bylaws or Rules and Regulations in the Association's name, on behalf of the Association or on behalf of two or more Unit Owners on matters affecting the Condominium Project;
- (h) Receive notices, join in any litigation or administrative proceeding, and execute any and all documents in the Association's name, on behalf of the Association, or on behalf of two or more Unit Owners, in connection with any change in zoning, annexation, subdivision approval, building permit, or other type of governmental approval required to accomplish or maintain the purposes of this declaration;
- (i) Make contracts and incur liabilities;
- (j) Regulate the use, maintenance, repair, replacement, and modification of all Association property within the Condominium Project or property which serves the Condominium Project but which is outside its boundaries;

- (k) Cause additional improvements to be made as a part of the Common Elements;
- (l) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of CIOA;
- (m) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions, through or over the Common Elements;
- (n) Impose and receive any payments, fees or charges for services provided to Unit Owners or for the use, rental or operation of the Common Elements;
- (o) Establish from time to time, and thereafter impose, charges for late payment of Assessments or any other sums due and, after notice and hearing, levy a reasonable fine for a violation of the Governing Documents of the Association;
- (p) Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid Assessments;
- (q) Provide for the indemnification of the Association's officers and the Board of Managers to the extent provided by law and maintain directors' and officers' liability insurance;
- (r) Assign the Association's right to future income, including the right to receive Assessments;
- (s) Declare the office of a member of the Board of Managers to be vacant in the event such member shall be absent from three (3) regular meetings of the Board of Managers during any one year period;
- (t) Appoint any committee as required or permitted by the Declaration or these Bylaws, and by resolution, establish committees, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee;
- (u) By resolution, set forth policies and procedures which shall be considered incorporated herein by reference as though set forth in full, and which provide for corporate actions and powers which are different than those set forth in the Nonprofit Act, which are permitted to be "otherwise set forth in the Bylaws." Such resolutions shall be given the same force and effect as if specifically enumerated in these Bylaws;
- (v) Exercise any other powers conferred by the Declaration, the Articles of Incorporation, these Bylaws, CIOA, or the Nonprofit Act; and

(w) Exercise any other power necessary and proper for the governance and operation of the Association.

Section 4.10. Managing Agent. The Board of Managers may employ for the Association a Managing Agent at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize; provided, however, that the Board of Managers in delegating such duties shall not be relieved of its responsibility under the Declaration. The Managing Agent shall maintain fidelity insurance coverage or a bond for the benefit of the Association in an amount not less than Fifty Thousand Dollars (\$50,000.00) or such higher amount as the Board of Managers shall require. The Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Managing Agent and shall maintain all reserve accounts for the Association separate from operational accounts of the Association. The Managing Agent shall provide an annual accounting for Association funds and a financial statement to the Association.

Section 4.11. Compensation of the Members of the Board of Managers. Except as provided in this Section 4.11., members of the Board of Managers shall not be paid any compensation for their services performed as members of the Board of Managers unless a resolution authorizing such remuneration shall have been adopted by the members of the Association. Each member of the Board of Managers shall receive reimbursement for reasonable transportation, meals, lodging expenses and reasonable per diem payments for attendance at any regular or special meeting of the Board of Managers or for other actual expenses incurred in connection with the performance of his or her duties of office as a member of the Board of Managers.

Section 4.12. Board of Managers Meetings. All meetings of the Board of Managers, at which action is to be taken by vote, will be open to the Unit Owners, except that meetings of the Board of Managers may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

- (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;
- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

ARTICLE 5. OFFICERS AND THEIR DUTIES

Section 5.1. Enumeration of Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer, and such other officers as the Board of Managers may from time to time by resolution create. The president must be a member of the Board of Managers.

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

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

Section 5.4. Special Appointments. The Board of Managers 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 of Managers 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 Board of Managers. Any officer may resign at any time by giving written notice to the Board of Managers, 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 Board of Managers. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she 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 secretary.

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

(a) President. The president shall preside at all meetings of the Unit Owners and the Board of Managers; shall see that orders and resolutions of the Board of Managers are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, notes and other written instruments; and shall exercise and discharge such other duties as may be required of the president by the Board of Managers. In addition, the president shall have all of the general powers and duties that are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Unit Owners from time to time as the president may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president

may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration and to these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

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

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Managers and of the Unit Owners; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or seal, if necessary; serve notice of meetings of the Board of Managers and of the Unit Owners; keep appropriate current records showing the Unit Owners together with their addresses; and shall perform such other duties as required by the Board of Managers.

(d) Treasurer. The treasurer shall receive and may endorse on behalf of the Association, for collection only, all checks, notes, and other obligations and shall deposit the same and all monies in appropriate bank accounts of the Association. The treasurer shall disburse such funds as directed by resolution of the Board of Managers; keep proper books of account; at the direction of the Board of Managers, cause an audit of the Association books to be made; and prepare an annual budget and a statement of income and expenditures to be presented to the Unit Owners at the regular annual meeting of Unit Owners, and deliver a copy of each to the Unit Owners. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board of Managers decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the treasurer, and executed: (i) prior to the first meeting of the Association after the Period of Declarant Control, by the sole member of the Board of Managers; or (ii) after the first meeting of the Association after the Period of Declarant Control, by two (2) members of the Board of Managers, one (1) of whom may be the treasurer.

Section 5.9. Execution of Instruments. All agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person or persons as may be designated by resolution of the Board of Managers, including the Managing Agent. Any officer may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association.

**ARTICLE 6. INDEMNIFICATION OF MEMBERS OF
THE BOARD OF MANAGERS AND OFFICERS**

Section 6.1. Actions Other than by or in the Right of the Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a member of the Board of Managers, officer, Managing Agent, employee, fiduciary, or agent of the Association, or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner such person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

Section 6.2. Actions by or in the Right of the Association. The Association shall indemnify any person who was or is a party or who is threatened to be made a party to any pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such person is or was a member of the Board of Managers, officer, Managing Agent, employee, fiduciary, or agent of the Association, or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty to the Association unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.3. Successful on the Merits. To the extent that a member of the Board of Managers, officer, Managing Agent, employee, fiduciary, or agent of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Sections 6.1 or 6.2 of this Article 6, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred him or her in connection therewith.

Section 6.4. Determination Required. Any indemnification under Sections 6.1 or 6.2 of this Article 6 (unless ordered by a court) and as distinguished from Section 6.3 of this Article 6, shall

be made by the Association only as authorized by the specific case upon a determination that indemnification of such person is proper in the circumstances, because such person has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Managers by majority vote of a quorum consisting of those members of the Board of Managers who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Managers so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board of Managers shall provide a copy of its written opinion to the person seeking indemnification upon request.

Section 6.5. Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board of Managers, officer, Managing Agent, employee, fiduciary, or agent of the Association who is a party to a proceeding in advance of final disposition of the proceeding if: (a) such person furnishes to the Association a written affirmation, executed personally or on such person's behalf, of his or her good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2 of this Article 6; (b) such person furnishes to the Association a written agreement, executed personally or on such person's behalf, to repay the advance if it is ultimately determined that he or she did not meet the required standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph shall be an unlimited general obligation of the Board of Managers but need not be accepted by a particular Board member or officer or may be accepted without reference to financial ability to make repayment.

Section 6.6. No Limitation of Rights. The indemnification provided by this Article 6 shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Managers, or otherwise, nor by any rights which are granted pursuant to CIOA or the Nonprofit Act.

Section 6.7. Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Managers or an officer of the Association against any liability asserted against him or her and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under provisions of this Article

ARTICLE 7. BYLAWS

Section 7.1. Amendments. These Bylaws may be amended by a vote of a majority of a quorum of the Board of Managers at a regular or special meeting of the Board of Managers. These Bylaws may be amended at any regular meeting of the Unit Owners or at any special meeting called for the purpose of amending the Bylaws, by the affirmative vote of a majority of a quorum of Unit Owners present at the meeting in person or represented by proxy and eligible to vote. Any

amendment shall be binding upon every Unit Owner. Any provision of these Bylaws adopted at a regular or special meeting of the Unit Owners may thereafter only be amended at a regular or special meeting of the Unit Owners. The Unit Owners shall have no power to amend the Bylaws in such a manner as to materially change the configuration or size of any Unit, to materially alter or modify the appurtenances to any Unit, or to change the proportion or percentage of any Unit Owner's interest in the Common Elements, without the unanimous consent of all Unit Owners directly affected thereby. No amendment shall serve to shorten the term of any member of the Board of Managers, or 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 CIOA. These Bylaws are intended to comply with the requirements of the CIOA. If any of these Bylaws conflict with the provisions of the CIOA, the provisions of the CIOA will govern the Association.

Section 7.3. Conflict between Documents. In the case of any conflict between the Rules and Regulations and the Articles of Incorporation of the Association, these Bylaws, or the Declaration, the Articles of Incorporation of the Association, these Bylaws or the Declaration shall control. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation of the Association shall control. 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. COMMITTEES

The Board of Managers may appoint such committees as deemed appropriate which, to the extent provided for in the resolution appointing the Committee and allowed by law, shall have the powers of the Board of Managers in the management and affairs and business of the Association.

ARTICLE 9. BOOKS AND RECORDS

Section 9.1. Records and Audits. The Association shall maintain financial records. The cost of any audit or review shall be a Common Expense unless otherwise provided in the Declaration. An audit or review shall be done no less often than once every three (3) years, unless otherwise provided for in the Declaration.

Section 9.2. Examination. All records maintained by the Association or the Managing Agent shall be available for examination and copying by any Unit Owner or by any of their duly authorized attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice. The Board of Managers may impose restrictions on the commercial or any other use of any list of Unit Owners obtained pursuant to this Article 9 that is not directly related to Association business.

Section 9.3. Records. The Association shall keep the following records:

(a) An account for each Unit, which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;

(b) The current operating budget;

(c) A record of insurance coverage provided for the benefit of Unit Owners and the Association;

(d) Tax returns for state and federal income taxation;

(e) Minutes of proceedings of incorporators, Unit Owners, Board of Managers and its committees, and waivers of notice;

(f) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Board of Managers, along with their exhibits and schedules; and

(g) Such other records as the Board of Managers shall determine from time to time are necessary or desirable.

Section 9.4. Roster. In addition to keeping the other records listed in this Article 9, the Association shall annually compile a roster of the name and address of each of its Members (the "Roster"). The Association shall provide a copy of the Roster to any Member upon: (i) receipt of a written request from such Member, stating the reason for the request; and (ii) execution by the Member, and receipt by the Association, of a confidentiality agreement and affidavit ("Confidentiality Agreement"), in a form reasonably acceptable to the Association, stating that the Roster will be used only for purposes reasonably related to the Member's interest in the Association. Each Member who requests and receives a copy of the Roster thereby agrees that he or she will not make any commercial use of the Roster and will not distribute a copy of the Roster or any portion thereof to any third party. The Association may establish and charge a reasonable fee for processing and issuance of any Roster requests and Confidentiality Agreements, and payment of any expenses associated therewith.

ARTICLE 10. CORPORATE SEAL

The Association may have a seal or stamp in circular form having within its form the words: "Avila Park Condominium Association, Inc."

ARTICLE 11. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Managers may, by amendment to the Bylaws, establish a different fiscal year for the Association.

ARTICLE 12. RULES AND REGULATIONS

The Board of Managers shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Managers may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Condominium Project for the benefit of all Unit Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners and Occupants. Such Rules and Regulations may include a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Managers shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Unit Owners, Occupants, contract purchasers and Eligible First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Declaration, the Articles of Incorporation of the Association and these Bylaws, impose reasonable restrictions upon the use and occupancy of any portion of the Condominium Project as the Board of Managers, in its sole and absolute discretion, deems necessary and appropriate. Each Unit Owner agrees that all his or her ownership rights shall be in all respects subject to the Rules and Regulations, and each Unit Owner agrees to obey such Rules and Regulations as the same may lawfully be amended from time to time, and to ensure that the same are faithfully observed by Occupants of his or her Unit. Each person who comes within the Condominium Project shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available to Unit Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES

Section 13.1. Rights and Privileges of Members. No member shall have the right, without the prior approval of the Board, to exercise any of the powers or to perform any of the acts delegated to the Board by these Bylaws or the Declaration. Each member shall have all of the rights and privileges, including but not limited to property rights and easement rights of access over and use and enjoyment of the Common Elements, granted to the members by the Declaration, subject to such limitations as may be imposed in accordance therewith.

Section 13.2. Suspension of Rights. The Association shall have the right to suspend the rights and privileges of an Owner as a member of the Association for the period during which any Assessment owed by such Owner remains unpaid and delinquent.

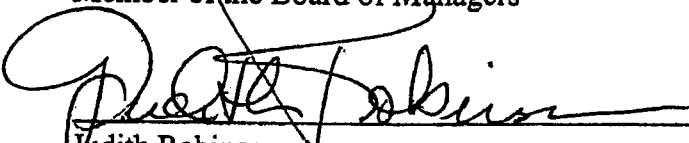
ARTICLE 14. INTERPRETATION

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Condominium Project shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Unit Owner and Occupant.

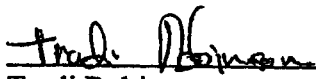
The undersigned, being all the members of the Board of Managers of Avila Park Condominium Association, Inc. has approved and executed these Bylaws as of the 15 day of August, 2000.



Scott Robinson
Member of the Board of Managers



Judith Robinson
Member of the Board of Managers



Trudi Robinson
Member of the Board of Managers

Amendment to Avila Park Home Owners Association (HOA) Bylaws:

Page 14 in Avila Park Bylaws Article 7 - Bylaws - Amendments states:

"The bylaws may be amended by a vote of a majority of a quorum of the Board of Managers at a regular or special meeting of the Board of Managers."

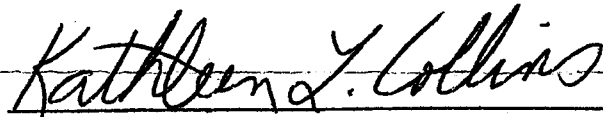
In accordance with Section 7.1 of the Bylaws of Avila Park Condominium Association, Inc, we the Board of Managers at Avila Park at 1365 Columbine, Denver, CO 80206 do hereby resolve as follows:

Section 3.12 of the Bylaws of Avila Park Condominium Association, Inc. is amended as follows:


" Section 3.12. Action by Written Ballot. Any action that may be taken at any annual or special meeting of members (including, without limitation, any ratification of a proposed Association budget pursuant to Section 3.5 above) may be taken without a meeting and through voting by mail, email, or facsimile transmission "fax", if the following requirements are met:

- (i) a written ballot is distributed by hand delivery, mail, email, or facsimile transmission "fax" to every Unit Owner entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action. The ballot shall include the email address to which votes should be sent, as well as a fax number to which a vote may be faxed. If the ballot is distributed by email, a return receipt shall be requested.
- (ii) unchanged
- (iii) unchanged
- (iv) a vote cast by email shall be shall be a yes or no response in the reply with history format that displays both the item voted on and the vote cast
- (v) the submission of all ballots shall be confirmed by the Board of Managers or Secretary with voters before a vote count occurs.


The Board of Managers hereby agree at a special meeting held on 3/25/03 to the amendment indicated above.



Kathleen J. Collins
Avila Park HOA President



William Lundgren
Avila Park HOA Vice President



Timothy Bueschens
Avila Park HOA Sergeant in Charge

FIRST AMENDMENT TO DECLARATION FOR AVILA PARK CONDOMINIUMS

On April 25, 2003, one hundred percentage of the members of the Avila Park Condominiums Association unanimously approved the following amendments to the Declaration for Avila Park Condominiums recorded at Reception Number 2000188771 in the office of the Denver County Clerk and Recorder on December 26, 2000 in order to correct errors contained therein and make it consistent with the Amended Plat which is filed simultaneously with the Denver County Clerk and Recorder with this First Amendment. The votes are on file with the Secretary of Avila Park Condominiums at 1365 Columbine Street, Denver, CO 80206.

Kathleen L. Collins
Kathleen L. Collins,
Avila Park Condominiums, President

1. Exhibit B is stricken in its entirety and replaced with Amended Exhibit B which is attached to this first Amendment. All references in the Declaration to Exhibit B shall be hereafter be read to refer to Amended Exhibit B.
2. Article 3, Section 3.1 of the Declaration shall be amended as follows:

The first sentence shall be stricken, and the following inserted in its place:

"The Property is hereby divided into 40 Condominium Units, consisting of 18 one-bedroom, one bath Units; 12 two-bedroom, one bath Units; and 10 two-bedroom, two bath Units, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements as set forth in Amended Exhibit B."

RETURN TO: AVILA PARK CONDOMINIUMS
→ c/o KATHLEEN COLLINS
1365 COLUMBINE ST. # 504
DENVER, COLO.
80206

AMENDED
FOR AVILA PARK EXHIBIT B TO DECLARATION
CONDOMINIUMS

TABLE OF ALLOCATED INTERESTS

Unit No.	Unit Square Footage	Total Sq.Ftg. 33,216	Percentage Ownership
Unit 101	883	0.0265835742	
Unit 102	853	0.0256803950	
Unit 103	686	0.0206526975	
Unit 104	674	0.0202914258	
Unit 105	860	0.0258911368	
Unit 201	924	0.0278179191	
Unit 202	981	0.0295339595	
Unit 203	667	0.0200806840	
Unit 204	701	0.0211042871	
Unit 205	667	0.0200806840	
Unit 206	981	0.0295339595	
Unit 207	931	0.0280286609	
Unit 301	924	0.0278179191	
Unit 302	981	0.0295339595	
Unit 303	667	0.0200806840	
Unit 304	701	0.0211042871	
Unit 305	667	0.0200806840	
Unit 306	981	0.0295339595	
Unit 307	931	0.0280286609	
Unit 401	924	0.0278179191	
Unit 402	981	0.0295339595	
Unit 403	667	0.0200806840	
Unit 404	701	0.0211042871	
Unit 405	667	0.0200806840	
Unit 406	981	0.0295339595	
Unit 407	931	0.0280286609	
Unit 501	924	0.0278179191	
Unit 502	981	0.0295339595	
Unit 503	667	0.0200806840	
Unit 504	701	0.0211042871	
Unit 505	667	0.0200806840	
Unit 506	981	0.0295339595	
Unit 507	931	0.0280286609	
Unit 601	924	0.0278179191	
Unit 602	981	0.0295339595	
Unit 603	667	0.0200806840	
Unit 604	701	0.0211042871	
Unit 605	667	0.0200806840	
Unit 606	981	0.0295339595	
Unit 607	931	0.0280286609	

33216



City & County Of Denver DEL 2003163673
Page: 2 of 2
08/11/2003 10:17A
R11.00 00.00