

**LIMITED AMENDMENT
TO THE AMENDED BYLAWS OF
LIBERTY SQUARE CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT is made this 7th day of February, 2024.

RECITALS

Liberty Square Condominium Association, Inc., (the "Association") certifies that:

- (a) The Association desires to amend its Bylaws currently in effect as follows.
- (b) The provisions set forth in this amendment supersede and replace the applicable provisions set forth in the existing Bylaws.
- (c) In accordance with Article VIII of the Bylaws, the Bylaws may be amended only by the vote of two-thirds of members at any duly constituted meeting, provided that notice of the proposed amendment shall be given to all members as part of the notice of the meeting.

Accordingly, the Board of Directors certifies that the requisite number of members, pursuant to the Bylaws, have approved this Amendment.

NOW THEREFORE, the Bylaws of the Association are hereby amended.

I. Amendments. The Bylaws are hereby amended as follows:

(a) Repeal and Replacement. **Article IV, Section 4.1 is hereby repealed in its entirety and restated as follows:**

4.1. Number and Qualification. Subject to the rights of the Declarant under Paragraph C of Article V of the original Articles of Incorporation of the Association, the affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. The number of Directors may be increased or decreased by amendment of these Bylaws; provided, however, that the number of Directors shall not be reduced to less than three or increased to more than nine. Directors shall be Owners of Units, which, in the case of Corporate Owners, shall include the officers and Directors thereof.

II. No Other Amendments. Except as amended by the terms of this Amendment, the Bylaws shall remain in full force and effect.

CERTIFICATION

By signature below, the President of the Board certifies the foregoing Amendment was adopted by the Board of Directors at a duly called and held meeting.

LIBERTY SQUARE CONDOMINIUM ASSOCIATION,
INC., a Colorado nonprofit corporation

By: Geoff Clarke 2/23/24
Geoff Clarke 2/23/24 (Feb 23, 2024 13:14 MST)

President

BY-LAWS

OF

LIBERTY SQUARE CONDOMINIUM ASSOCIATION

The name of the corporation, a Colorado Nonprofit corporation, is LIBERTY SQUARE CONDOMINIUM ASSOCIATION, and is hereinafter referred to as the Association.

ARTICLE I

Object

1.1. The purpose for which the Association is formed is to govern the Condominium property situate in the City of Colorado Springs, County of El Paso, State of Colorado, which has been submitted to the provisions of the Condominium Ownership Act of the State of Colorado by a Declaration entitled "Condominium Declaration For Liberty Square Condominiums" (sometimes referred to as "the Declaration" herein). Terms used herein which are defined in the Declaration shall have the same meaning as given in the Declaration.

1.2. All present or future Owners, tenants, future tenants or any other person using the facilities of the Project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") of the project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY
OF OWNERS, QUORUM, PROXIES

2.1. Membership. Membership in the Association shall consist of the following:

A. Every person upon becoming an owner of record in the Records of the Clerk and Recorder of El Paso County or a purchaser or assignee of a purchaser under an executory land sales contract wherein the Administrator of Veterans' Affairs (Veterans' Administration) is seller, whether such contract is owned by the Veterans' Administration or its assigns, and whether such contract is recorded or not; when the fact of the interest of the purchaser or the assignee of the purchaser is shown in the books and records of the association establishing the purchase of a Unit (Ownership, for the purposes hereof, excludes the interest of a person as a mortgagee, beneficiary under trust deeds, or as a lien claimant), shall automatically become a member or co-member of this Association. The owner or owners of a Unit shall hold and share the membership related to that Unit in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held, provided always that there shall be only one membership per Unit. Upon the sale or transfer of record in the Records of the Clerk and Recorder of El Paso County of a Unit by an Owner, his membership shall terminate.

B. The Declarant under the Declaration, or its assigns, or its successor by merger or consolidation.

C. Termination of a membership shall not relieve or release any such former Owner from any liability or obligation to the Association or impair any rights or remedies which the Association may have against such former Owner, arising out of or in any way connected with ownership of a Unit and membership in the Association.

D. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to the owners. Such membership card shall be surrendered to the Secretary whenever ownership of the Unit designated thereon shall terminate.

2.2. Voting. All members shall be entitled to vote on all matters with a vote equal to said Owner's percentage interest in the Common Elements; provided, that each unit shall have one vote on such matters. If title to any Unit shall be held by two or more co-tenants, then each such co-tenant shall be a co-member of this Association and shall be entitled to a proportion of a vote equal to his percentage of ownership of the Unit. The co-tenants' percentage of ownership of a Unit shall be as determined by the title document for such Unit. In the absence of specific limitation, co-tenants shall be presumed to have equal undivided interests. Cumulative voting in the election of Directors shall not be permitted.

2.3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members holding at least one-third (1/3) of the votes entitled to be cast shall constitute a quorum and an affirmative vote of a majority of those present at which a quorum is in attendance shall be necessary to transact business and to adopt decisions binding on all owners.

2.4. Definitions. When and if used in these By-Laws, the term "majority of Unit owners" shall mean owners of more than fifty percent (50%) of the Units and the term "majority of those present at which a quorum is in attendance" shall mean owners of more than fifty percent (50%) of the votes entitled to be cast at a meeting as represented by those in attendance, either in person or by proxy.

2.5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. All proxies must be in writing. A proxy need not be an Owner.

2.6. Required Proxies. If title to a Condominium Unit is held by more than one ("Co-members") person or firm, corporation, partnership, association or other legal entity, or any combination thereof, such Co-Members shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the Co-members might cast if personally present for such Unit. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty days after such revocation, amendment or termination the Co-members shall reappoint and authorize one person or alternative persons to attend all annual and special meetings as is provided by this Section 2.6. The requirement contained in this Section shall be first met before such Owners of a Condominium Unit shall be deemed in good standing and entitled to vote at any special or annual meeting of members.

2.7. Security Assignment of Voting Rights. The voting rights of membership may be assigned to the holder of a mortgage, deed of trust, or other security instrument on a Unit as further security for a loan secured by a lien on such Unit.

2.8. Closing of Ownership Records. The Board of Directors may fix a time not exceeding ten (10) days prior to the mailing of notice of any meeting as a record date for the determination of the members entitled to notice of and to vote at any such meeting, and in such case only the members of record on such date so fixed, or their proxies, shall be entitled to notice of and to vote at such meeting.

ARTICLE III

MEMBERSHIP MEETINGS

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

3.2. Annual Meetings. The first annual meeting of the Association shall be held no later than thirty days after the record transfer of condominium units by the Declarant (or his assigns, or successors by merger or consolidation) to purchasers representing seventy-five (75%) percent of the condominium units, in the project, or on December 31, 1981, or upon the filing by the Declarant (or its assigns or its successor by merger or consolidation) in the Office of the Colorado Secretary of State of a waiver of the right of exclusive exercise of control of the association, whichever event shall first occur. Upon such event or date occurring, such Declarant (or its assigns, or its successor by merger or consolidation) shall give written notice of such meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting. After the first meeting, the subsequent annual meetings of the Association members shall be held on the same day of the same month of each year thereafter, at the hour of Seven o'clock p.m. If the day for the annual meeting of the members is a Sunday or a legal holiday, the meeting will be held at the same hour on the first day following which is not a Sunday or a legal holiday. At such meetings, the Owners may transact such business of the Association as may properly come before the Association at annual meetings. At each annual meeting, members of the Board of Directors shall be elected. The Association may adopt a procedure whereby all terms of such members do not expire at the same time. In such event, at least one-third of such terms will expire annually.

3.3. Special Meetings. Subject to the provisions of Paragraph C of the Article V of the original Articles of Incorporation of the Association, it shall be the duty of the President to call a special meeting of the Association as required by the President, a resolution of the Board of Directors or by petition of the Owners representing at least twenty-five percent (25%) of the Units. The notice of any such special meeting shall state the time and place of such meeting and the specific purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless upon the consent of the Owners representing at least fifty percent (50%) of the Units. Any such meeting shall be held within thirty (30) days after receipt by the President of such resolution or petition.

3.4. Notice of Meetings. Subject to the provisions of Section 2.8 in Article II of these By-Laws, and to the provisions of Section 3.2 of Article III of these By-Laws, at least fifteen (15) days, but no more than thirty (30) days prior to an annual or special meeting, it shall be the duty of the Secretary to cause to be delivered, or mailed, by regular United States mail, a notice of such meeting, stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting, to the owner(s) at his or their address last appearing on the books of the Association, or supplied by such owner(s) to the Association for the purpose of notice. A waiver of notice, signed by a member of the Association before, at, or after any meeting shall be a valid substitute for notice as to any such member. The certificate of the Secretary that notice was properly given as provided in these By-Laws shall be prima facie evidence thereof. If more than one Person owns a Unit, all of the Owners of a Unit shall be deemed notified if one notice is delivered or mailed to them at their registered address.

3.5. Adjourned Meetings. If any meeting of owners cannot be convened because a quorum has not attended or if the business of the meeting cannot be concluded, the Owners who are present, either in person or by proxy, may adjourn the meeting for periods not less than 48 hours nor longer than one week, from time to time, until a quorum is obtained or until a conclusion can be reached.

3.6. Order of Business. Except as otherwise directed by the Board, the order of business at all meetings of the owners of Units shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors (annual meetings only).
- (g) Unfinished business
- (h) New business.
- (i) Adjournment.

ARTICLE IV

BOARD OF DIRECTORS (Powers and Meetings)

4.1. Number and Qualifications. Subject to the rights of the Declarant under Paragraph C of Article V of the original Articles of Incorporation of the Association, the affairs of the Association shall be governed by a Board of Directors composed of three persons. The number of Directors may be increased or decreased by amendment of these By-Laws; provided, however, that the number of Directors shall not be reduced to less than three or increased to more than nine. Until the first meeting of the Association members, the Declarant, directly or through the initial Board of Directors, shall carry out the duties, functions, and power of the Board of Directors. Except for the initial Directors named in the Articles of Incorporation, all Directors shall be Owners of Units, which, in the case of Corporate Owners, shall include the officers and Directors thereof.

4.2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class project and exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

4.3. Other Powers and Duties. The Board of Directors shall be empowered and shall have the following duties:

4.3.1 To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, and these By-Laws and supplements and amendments thereto.

4.3.2 To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of this Condominium Project with the right to amend same from time to time. A copy of such rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

~~4.3.3~~ To keep or cause to be kept, in good order, condition and repair all of the general and limited common elements and all items of common personal property, if any.

4.3.4 To insure and keep in force insurance to the extent obtainable required by the Declaration.

4.3.5 To fix, determine, buy, prorate and collect the annual assessments, which may be collected on a monthly basis, to be paid by each owner toward the gross expenses of the entire premises. To levy and collect special assessments to apply to that assessment year only, upon the affirmative vote of those owners owning not less than two-thirds of the condominium units sold by developer to individual homeowners and, so long as the developer is in control of the homeowners' association, upon the written approval of the Veterans' Administration. Notice of assessments shall be mailed to the registered address of the Owner(s) not less than 30 days before the time for payment of the first installment thereon. The Board shall have and exercise the authority to suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

4.3.6 To impose penalties and collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Declaration and these By-Laws.

4.3.7 To protect and defend the entire premises from loss and damage by suit or otherwise.

4.3.8 To borrow funds but only upon the affirmative vote of those owners owning not less than two-thirds of the condominium units sold by developer to individual homeowners and, so long as the developer is in control of the homeowners' association, upon the written approval of the Veterans' Administration. Any such authorized indebtedness shall be the several obligation of all of the unit owners in the same proportion as their interest in the common elements.

4.3.9 To enter into contracts within the scope of their duties and powers.

4.3.10 To establish one or more bank accounts which are interest bearing or non-interest bearing for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

4.3.11 To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and, in accord with the Declaration, to permit examination thereof during convenient weekday business hours by each of the Owners and their Mortgagees, and, upon the affirmative vote of at least a majority of Unit Owners, to cause a complete audit to be made of the books and accounts by a competent certified public accountant.

4.3.12 To prepare and deliver or mail to the registered address, annually, to Owner(s) a statement showing in at least summary form all receipts, expenses or disbursements since the last such statement.

4.3.13 To meet at least monthly.

4.3.14 To designate and remove the personnel necessary for the maintenance, repair, replacement, and operation of the Common Elements.

4.3.15 In general to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of condominium ownership, and to carry out the governing and operating of the Project.

4.4. Managing Agent. The Board of Directors may employ, and shall employ if so provided in the Articles of Incorporation of the Association, for the Association a Managing Agent (at a compensation established by the Board of Directors), to perform such duties and services as it shall authorize. The Board of Directors may delegate any of the powers and duties granted to it but, notwithstanding such delegation, shall not be relieved of its responsibility under the Declaration. Any contract of employment entered into with a Managing Agent must, however, be limited to a term not exceeding one year and must provide that it is cancellable by the Association, without cause, upon thirty days written notice, and, with cause, at any time.

4.5. Election and Term of Office. Members of the Board of Directors, other than the initial Board of Directors named in the Articles, shall be elected from among the Owners of the Units at the first meeting of the Association, and, thereafter, at each of the annual meetings of the members of the Association; the term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner hereinafter provided.

4.6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by election of the remaining Directors, even though they may constitute less than a quorum; and each person so elected and qualified shall serve for the unexpired term of the Director he replaces or until he is removed in the manner hereinafter provided.

4.7. Removal of Directors. At any annual or special meeting of the Association, duly called, any one or more of the Directors may be removed with or without cause by a majority of the Unit Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to convene such meeting, providing a majority of the new Board of Directors are present at such election meeting.

4.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors but at least one such meeting shall be held each month. Notice of regular meetings of the Board of Directors shall be given only once to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for the first such meeting. A like, single notice, shall be given if the time or place of such meetings is changed.

4.10. Special Meetings. Special meetings of the Board of Directors may be called by the President, or his own initiative, on three (3) days notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall set forth the date, time and place and purpose of the meeting. Special meetings of the Board of Directors shall be call-

ed by the President or Secretary in like manner and on like notice on receipt of a written request to call such a special meeting from at least three (3) Directors.

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

4.12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

4.13. Compensation; Fidelity Bonds. The members of the Board of Directors shall serve without salary or compensation. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall be adequately bonded, the costs thereof to be paid by the Association. All actions of members of the Board in good faith and using reasonable care shall be without recourse by the Association or any owner.

ARTICLE V

OFFICERS

5.1. Designation. The officers of the Association shall be a President, a Vice President or Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

5.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. All officers, except the initial officers, must be members of the Association and the President must be elected from among the Board of Directors. One person may hold concurrently the office of Secretary and Treasurer, but the President and any Vice Presidents shall serve in only those capacities.

5.3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

5.4. President. The President shall be elected from among the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of a non-profit corporation, including but not limited to, the power to appoint committees from among the members from time to time as may be deemed appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings. The President shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

5.5. Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President or in the President's inability for any reason to exercise such powers and functions or perform such duties.

5.6. Secretary. The Secretary shall keep the minutes of all the meetings of the Board of Directors and the minutes of all meetings of the Association; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered address as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Unit owned by such member, and the Ownership Interest attributable thereto. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. The Secretary shall record the votes and keep the proceedings of the Board and of the members; keep the corporate seal of the Association and affix it, together with his attestations on all papers requiring said seal; serve notice of meetings of the Board and of the members; and shall perform such other duties as required by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

5.7. Treasurer. The Treasurer shall have responsibility for Association funds, shall keep the financial records and books of account of the Association and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

6.1. Indemnification. The Association shall indemnify every director, officer, and his or her heirs, executors and administrators against loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been a director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct, but only to the extent covered by and paid out of an officer's and director's errors and omissions liability insurance policy or similar insurance policy. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the insurance carrier has agreed to pay the costs of settlement. The insurance premium shall be treated by the Association as a common expense. Nothing contained in this Section 6.1 shall be deemed to obligate the Association to indemnify any member or owner of a Unit who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred as a member or Owner of a Unit under or by virtue of the Declaration.

The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. 'Director and officer' as used herein shall mean any officer and director and any former director or officer of the Association. Neither 'director' nor 'officer' shall ever include nor intend the developer (or his successor or assigns) nor his employees nor the manager nor any managing agent, nor their officers, directors or employees.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

7.1. Assessments. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses, in accordance with the terms of the Declaration, and payment thereof shall be made not later than on the 10th day following the mailing of the monthly statement to the registered address of the Owner. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall not be in default in the payment of monthly or special assessments made or levied against him and the Unit owned by him.

7.2. Maintenance and Repair.

7.2.1 Except as provided in the Declaration to the contrary, every Owner must perform promptly at his own expense all maintenance and repair work within such Owner's Unit and Limited Common Elements which, if omitted, would affect other Owners, or would be a violation of the terms of the Declaration.

7.2.2 All the repairs of internal installations of the Unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, windows, electrical fixtures, and all other accessories, equipment and fixtures (including any air-conditioning equipment within or outside the Unit) belonging to the Unit, and including appurtenant Limited Common Elements, shall be at the Owner's expense.

7.2.3 An owner shall be obligated to reimburse the Association or another Unit Owner promptly upon receipt of a statement for any expenditures incurred by the Association or other Unit Owner or both in repairing, replacing or restoring any Common Elements or the interior or any part of a Unit damaged as a result of negligent or other tortious conduct of such Owner, a member of his family, his agent, employee, invitee, licensee or tenant.

7.3. Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated in the Owner's Unit. In the event suit for foreclosure of mechanic's lien is commenced, then within 120 days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars, unless the Board of Directors, upon application, approves a lesser deposit. Such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursements of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall

be a debt of the Owner and a lien against his Condominium Unit which may be foreclosed as is provided for in the Declaration for foreclosure of assessment liens.

7.4. General.

7.4.1 Each Owner shall comply strictly with the provisions of the Declaration.

7.4.2 Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Condominium Project was established.

7.5. Use of Units - Internal Changes.

7.5.1 Units shall be utilized for such purposes only as may be permitted in the Declaration.

7.5.2 An Owner shall not make interior modifications or alterations to his Unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Directors. The Association shall have the obligation to answer within fifteen (15) days after receipt of such notice, and failure to do so within such time shall mean that there is no objection to the proposed modification or alteration. The failure to object, however, shall not be deemed to be permission to violate the Declaration as such would constitute an amendment of the Declaration for the sole purpose of permitting such Owner to do or perform what the Declaration prohibits of all Owners.

7.6. Use of General Common Elements and Limited Common Elements.

Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other Owners, and subject to the rules and regulations herein contained or adopted by the Board.

7.7. Right of Entry.

7.7.1 An Owner shall be deemed to have granted a right of entry to the Managing Agent, to any peace officer, to any fireman, or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

7.7.2 An Owner shall permit the Association, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical, telephone, cable TV, or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right to entry shall be immediate.

7.8. Rules and Regulations (House Rules).

7.8.1 No resident of the project shall place any advertisement, or posters of any kind in or on the project except as authorized by the Association; provided however, that this shall not apply to the Association or the Declarant.

7.8.2 Owners and occupants of Condominium Units shall exercise extreme care to avoid making or permitting to be made loud or objec-

tionable noises, and in using or playing or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instrument or device in such manner as may disturb or tend to disturb other Owners, tenants or other occupants of Condominium Units.

7.8.3 It is prohibited to hang garments, rugs, and other materials from the windows or from any of the facades, decks, or balconies of a building or any of the improvements.

7.8.4 It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes.

7.8.5 No Owner, resident, or tenant shall install wiring for electrical or telephone installations, television antenna, machines, or air-conditioning units on the exterior of a Building or that protrude through the walls or the roof of a Building except as expressly authorized in writing by the Association.

7.8.6 All pets, at all times, must be carried or on a leash while on any part of the Common Elements.

7.8.7 Pets must use designated areas for waste elimination and the Owner of each pet is responsible for cleaning any soilage occasioned by the pets on the Common Elements as well as any damage to the Project.

7.8.8 Pets are not permitted on the landscaped areas of the Project.

7.8.9 There is to be no parking in the driveways. Any campers, trailers, boats or other powered or unpowered vehicles, other than family automobiles, will not be allowed in the Common parking areas. These vehicles must be placed in a designated area, and the Association shall have the right to charge a nominal rental for the use of said parking area. The Association assumes no responsibility for damage or theft to vehicles parked in said designated area.

7.8.10 Noisy vehicles shall not be permitted on the Project.

7.8.11 No repair or cleaning of vehicles is permitted on the Project.

7.8.12 Owner may install their own drapes or other window coverings in the Units, but, except for model Units, if any, maintained by Declarant during the marketing period, all window coverings must have a white backing showing from the outside of any windows or glass doors. This provision shall be construed and enforced to provide uniformity of appearance.

7.8.13 The Board of Directors or, if delegated to the Managing Agent, the Managing Agent, reserves the power to establish, make and enforce compliance with such additional or supplemental House Rules as may be necessary for the operation, use and occupancy of the Project, with the right and power to amend same from time to time; provided, however, that such Rules shall be uniform and nondiscriminatory and that such Rules be furnished to Unit Owners prior to the time they become effective.

7.9 Power of Attorney. Each Owner upon becoming an Owner of a Condominium Unit, ~~does thereby grant~~ a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to main-

tain, repair and improve the Buildings and General and Limited Common Elements, and to deal with the Owner's Condominium Unit upon its destruction or obsolescence as is provided in the Declaration.

ARTICLE VIII

AMENDMENTS

These By-Laws maybe amended by the Association members at a duly constituted meeting for such purposes, and no amendment shall take effect except upon the affirmative vote of those owners owning not less than two-thirds of the condominium units sold by developer to individual homeowners and, so long as the developer is in control of the homeowners' association, upon the written approval of the Veterans' Administration. The notice of such meeting shall contain a summary of the proposed changes, or a copy of such proposed changes. No material amendment to these By-Laws will be made unless all First Mortgagees give their approval to said amendment in writing.

ARTICLE IX

MORTGAGEES

9.1. Notice to Association. An Owner who mortgages his Unit or leases his Unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Directors, giving the name and address of his Mortgagee or tenant. The Association shall maintain such information in a book entitled "Mortgagees of Units".

9.2. Notice of Defaults. The Association shall, at the written request of a First Mortgagee of a Unit, report any assessment due from the owner of such Unit which remains unpaid for over thirty days, or any default of an owner which remains uncured for over thirty days, and shall give Mortgagee such other notices as are required by the Declaration.

ARTICLE X

MISCELLANEOUS

10.1. Proof of Ownership. Except for those Owners who initially purchase a Unit from Declarant, every person becoming an Owner of a Unit shall immediately furnish to the Board of Directors a photocopy or a certified copy of the recorded instrument vesting in that person such ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

10.2. Registration of Address. The Owners of each Condominium Unit shall have one and the same registered address to be used by the Association for mailing or delivery of monthly statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Condominium Unit owner or owners shall be furnished by such owners to the Secretary within fifteen days after transfer of title, such registration shall be in written form and signed by all of the owners of the Condominium Unit or by such persons as are authorized by law to represent the interests of (all of) the owners thereof. If no such address is registered, or if all of the owners cannot agree, then the address of the Unit shall be deemed to be the registered address. Registered addresses may be changed from time to time by similar designation.

10.3. Compliance with Law. These By-Laws are intended to comply with

the requirements of the Colorado Condominium Ownership Act. If any provisions of these By-Laws conflict with the provisions of said Act, as said Act may be amended, it is hereby agreed and accepted that the provisions of such Act will apply.

10.4. Character of Association. This Association is not organized for profit. No member, member of the Board of Directors, officer or person for whom the Association may receive any property or funds shall receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any of the Board of Directors, officers or members, except upon a dissolution of the Association, provided, however, always that any member, manager, director, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

10.5. Maintenance Duty. Except as may otherwise be provided in the Declaration, the Association shall have the duty of maintaining and repairing all of the General Common Elements within the project. The cost of said maintenance and repair shall be a common expense of all of the owners. The Association shall not need the prior approval of its members to cause such maintenance or repairs to be accomplished, notwithstanding the cost thereof.

10.6. Conveyances and Encumbrances. Corporate property may be purchased, conveyed or encumbered for security of monies borrowed by authority of the Association and/or the Board of Directors. Conveyances or encumbrances shall be by instrument executed by the President or Vice President and by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer, or executed by such other person or persons to whom such authority may be delegated by the Board.

10.7. Inspection of Records. Any Owner or Mortgagee of a Unit may inspect the records of receipts and expenditures of the Board of Directors pursuant to Colo. Rev. Stat. Ann. S38-33-107 (1973), as amended, at convenient weekday business hours, and, upon ten days' notice to the Board of Directors or Managing Agent, if any, and upon payment of a reasonable fee, not to exceed \$20.00, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner and/or an estoppel certificate.

10.8. Declarant Control. All provisions of these By-Laws, whether or not containing specific reservation of or reference to reserved powers of the Declarant under the Declaration (and its assigns, or successors by merger or consolidation), shall be subject to the provisions of Paragraph C of Article V of the Articles of Incorporation, and to such reservations of powers and rights and effective dates as are set forth in the Declaration.

10.9. Captions. The captions or titles to the various Article sections or subsections herein contained are inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope of the provisions to which they appertain.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands
this _____ day of _____, 198__.

BOARD OF DIRECTORS:
LIBERTY SQUARE CONDOMINIUM ASSOCIATION

LIBERTY SQUARE
CONDOMINIUM ASSOCIATION, INC.

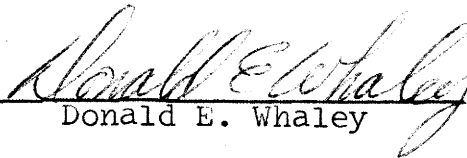
RESOLUTION OF THE
INITIAL BOARD OF DIRECTORS
(By Unanimous Written Consent)

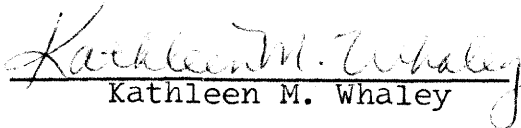
The undersigned, being all of the members of the Initial Board of Directors named in the Articles of Incorporation, hereby adopt the following Resolution by unanimous written consent:

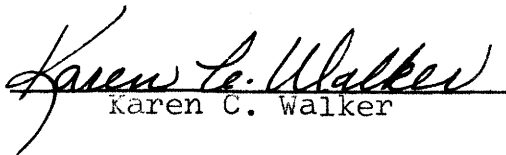
RESOLVED, that the By-Laws marked, for convenience, March 25, 1981, be and they hereby are, adopted as the By-Laws of Liberty Square Condominium Association.

EXECUTED the 25th day of March, 1981.

INITIAL BOARD OF DIRECTORS


Donald E. Whaley


Kathleen M. Whaley


Karen C. Walker