

**BYLAWS**

**OF**

**POUDRE RIVER RANCH COMMUNITY ASSOCIATION, INC.**

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**BYLAWS**  
**OF**  
**POUDRE RIVER RANCH COMMUNITY ASSOCIATION, INC.**

**ARTICLE I**

**GENERAL**

Section 1 - Purpose of Bylaws. These Bylaws are adopted for the regulation and management of the affairs of Poudre River Ranch Community Association, Inc., a Colorado nonprofit corporation, organized to be the association to which reference is made in the Declaration for Poudre River Ranch to perform the functions as provided in the Declaration and to further the interests of owners of privately owned lots within the area.

Section 2 - Terms Defined in Declaration. Capitalized terms in these Bylaws shall have the same meaning as any similarly capitalized terms in the Declaration.

Section 3 - Controlling Laws and Instruments. These Bylaws are controlled by and shall always be consistent with the provisions of the Colorado Corporation Act, the Common Interest Ownership Act, the Declaration and the Articles of Incorporation of Poudre River Ranch Community Association filed with the Secretary of State of Colorado, as any of the foregoing may be amended from time to time.

**ARTICLE II**

**OFFICE AND REGISTERED AGENT**

Section 1 - Principal Office. The principal office of the corporation shall be 826 9th Street, Greeley, Colorado 80631. The Executive Board, in its discretion, may change from time to time the location of the principal office.

Section 2 - Registered Office and Agent. The Colorado Nonprofit Corporation Act requires that the Association have and continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with such registered office. The registered office need not be the same as the principal office of the Association. The initial registered office and the initial registered agent are specified in the Articles of Incorporation of the Association but may be changed by the Association at any time without amendment to the Articles of Incorporation by filing a statement as specified by law in the office of the Secretary of State of Colorado.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership in Association. There shall be one (1) class of members, to-wit:

1. Class A. Class A members shall be all owners of lots, and there shall be one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Class A members shall vote as provided in the Declaration to approve the annual budget or special assessment; or dissolution of the Association; to approve conveyance, or mortgaging of the Common Area; to approve amendments to the Declaration after the Declarant's rights to amend have terminated; and to elect the Executive Board of the Association in accordance with the Declaration of Covenants, Conditions and Restrictions which have been filed for record in the real estate records of the Clerk and Recorder of Weld County.

2. Each Class A member shall be entitled to one (1) vote for each lot owned.

Section 2 - Election of Executive Board.

(a) Number on Executive Board. The Executive Board shall consist of a total of three (3) individuals. The Executive Board, upon majority vote of the Executive Board, may increase the number to nine (9) individuals either during the period of Declarant control or thereafter. After the period of Declarant control, all Board members shall be elected.

(b) Appointed of Executive Board. Until such time as seventy-five percent (75%) of the Lots that could potentially be brought into the Poudre River Ranch Community Association have been annexed, developed and sold to third party purchasers, the Declarant shall be entitled to appoint a majority of the Executive Board members of the Association until that right ceases in accordance with C.R.S. §38-33.3-303 (this shall be the period of Declarant control). Appointed Executive Board members need not be Members of the Association.

(c) Elected Executive Board Members. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the lots that could be annexed, developed and sold to third party purchasers other than the Declarant within the Poudre River Ranch Community Association Declarant, at least one (1) member, and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the members of the Association. Not later than sixty (60) days after conveyance of fifty percent (50%) of the lots that could be annexed, developed and sold to third party purchasers other than the Declarant within the Poudre River Ranch Community Association, not less than one-third (1/3) of the members of the Executive Board shall be elected by the members of the Association. In accordance with the Colorado Common Interest Ownership Act, the period of Declarant control shall terminate no later than the earlier of: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the lots that could be annexed, developed and sold to third

party purchasers other than the Declarant within the Poudre River Ranch Community Association; (ii) two (2) years after the Declarant has last conveyed a lot in the ordinary course of business; or (iii) two (2) years after any right to add to lots was exercised. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant Control, but in that event, the Declarant may require for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. After the period of Declarant control, all members of the Executive Board shall be elected by the members of the Association.

### Section 3 - Annual Meetings and Special Meetings.

(a) Annual meetings of the owners shall be held in January of each year, beginning in January of 2001, on such day in January and at such time of day as is fixed by the Executive Board of the Association and specified in the Notice of Meeting. The annual meetings shall be held to elect the Executive Board of the Association and to transact such other business as may properly come before the meeting.

(b) After the period of Declarant control, it shall be the duty of the President and, should the President fail to do so of the Vice President, to call a special meeting of the owners as provided in this Section, or upon a petition signed by a majority of the owners of the Association having been presented to the Secretary. The date of any special meeting being called upon such a petition shall be not less than fourteen (14) days nor more than thirty (30) days from receipt of such petition by the Secretary.

Section 4 - Quorum. A quorum shall consist of at least ten percent (10%) of all owners entitled to vote, whether present or in person or by written proxy, except as otherwise provided in these Bylaws or in the Declaration. The question as to the presence of a quorum may only be raised immediately after the meeting has been called to order. If the presence of a quorum has not been questioned or if by count it appears that a quorum is present, then the regularity of the proceedings or the validity of the transactions of the meeting shall in no way be affected by lack of a quorum or by change in the number present that may take place during the meeting. If no quorum be present, the presiding officer may adjourn the meeting to some other time, not later than seven (7) days from the date of such meeting, and such adjourned meeting shall have the same effect as if held on the day appointed.

When a quorum is present at any meeting, the vote of a majority of the owners present in person or represented by written proxy shall decide all questions and such vote shall be binding upon all owners, unless the question is one upon which by express provision of the Declaration, Articles of Incorporation, or these Bylaws a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5 - Waiver and Consent. Whenever the vote of owners at a meeting is required or permitted by any provision of the Declaration, Articles of Incorporation, or of these Bylaws to be taken in connection with any action, the meeting and vote of members may be dispensed with if all owners who would have been entitled to vote upon the action if such meeting were held shall consent, in writing, to such action being taken.

Section 6 - Place of Meetings. Meetings shall be held at a suitable place within the State of Colorado convenient to the owners as may be determined by the Executive Board.

Section 7 - Notice of Meeting. It shall be the duty of the Secretary, at least fourteen (14) but not more than thirty (30) days prior to each annual or special meeting, to mail a notice stating the purpose thereof as well as the time and place where it is to be held to each member.

Section 8 - Order of Business. The order of business at all meetings shall be as follows to the extent required:

- (a) Roll call;
- (b) Reading of minutes of preceding meeting (if any);
- (c) Report of Executive Board;
- (d) Election of inspectors of election (in the event there is an election);
- (e) Election of Executive Board (in the event there is an election);
- (f) Ratification of Association budget;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

Section 9 - Record Date. The record date for determination of owners entitled to notice of or to vote at a meeting of the owners shall be the date on which the notice of the meeting is mailed or otherwise delivered.

Section 10 - Voting List. The officer or agent having charge of the records of the Association shall make, at least ten (10) days before each meeting of owners, a complete list of owners entitled to vote at such meeting or any adjournment thereof arranged in alphabetical order, together with the address of such owner, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any owner at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any owner during the whole time of the meeting.

Section 11 - Proxies. At all meetings of the owners, an owner may vote by proxy executed in writing by the owner or by a duly authorized attorney-in-fact. Such proxy may be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after six (6) months from the date of execution unless otherwise provided in the proxy.

## ARTICLE IV

### EXECUTIVE BOARD

Section 1 - Number, Qualifications and Term. The number of Board Members which shall constitute the whole Board shall be as set forth in Article III, Section 2 of these Bylaws.

All elected Board Members shall be owners or an officer of an owner, if the owner shall be a corporation, and any such Board Member who ceases to be an owner shall automatically be deemed to have resigned. At the expiration of the initial term of office of each such respective Board Member, a successor shall be elected to serve a term of one (1) year. All Board Members shall hold office until their successors have been elected and qualify. At such time as the period of Declarant Control has terminated and the members of the Executive Board are elected by members of the Association, the Board may establish staggered terms of election regarding members of the Executive Board. Such staggered terms shall not be mandatory and shall be a policy decision to be determined by the Executive Board after the period of Declarant Control.

Section 2 - Vacancy and Replacement. If the office of any elected Board Member becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Board Members, though less than a quorum, at a special meeting of the Board Members duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term with respect to which such vacancy occurred.

Section 3 - Removal. Elected Board Members may be removed with or without cause by an affirmative vote of two-thirds (2/3) of the members at any meeting of members when the notice therefor indicates the purpose. No elected Board Member shall continue to serve on the Board if, during that term of office, the Board Member shall cease to be an owner.

Section 4 - Initial Executive Board. The initial appointed Executive Board shall consist of three (3) persons designated as such in the Articles of Incorporation who shall hold office and exercise all powers of the Executive Board until the expiration of the period of Declarant control as provided for in the Declaration or C.R.S. § 38-33.3-303 regarding declarant control.

Section 5 - Powers. The Board shall have general charge, management, and control of the affairs, funds and property of the Association and shall authorize and control all expenditures pursuant and subject to the Articles of Incorporation, the Declaration and these Bylaws. It shall have the powers granted to the Association in the Articles of Incorporation or Declaration and the duty to carry out the purposes of the Association according to law and as set forth in the Articles of Incorporation, these Bylaws and the Declaration.

Section 6 - Compensation. Board Members and officers shall receive no compensation for their services as such.



Section 7 - Meetings.

(a) The first meeting of each Executive Board newly elected by the owners shall be held as soon thereafter as may be practicable as agreed upon by the Executive Board.

(b) There shall be held at least two (2) regularly scheduled meetings of the Board each year without special notice to the Board Members.

(c) Special meetings of the Board may be called by the President on seven (7) days notice (except in emergency when less notice may be given) to each Board Member, either personally or by mail or telegram, except in the event of an emergency when less notice may be given. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Board Members. All such notices of special meetings shall state the purpose thereof.

(d) At all meetings of the Board, a majority of the Board Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Board Members present at any meeting at which there is a quorum shall be the act of the Board, except as may otherwise specifically be provided by Statute, Articles of Incorporation, Declaration or by these Bylaws. If a quorum shall not be present at any meeting of Board Members, the Board Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before, at or after any meeting of the Executive Board, any Board Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by the Board Member of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8 - Meetings Open to Owners. Meetings of the Executive Board shall be open to all owners and institutional mortgagees.

Section 9 - Management Agent. The Executive Board may employ under a term contract or otherwise at a compensation established by the Executive Board a management agent to perform such duties and services as the Board shall authorize subject to the provisions and limitations set forth in the Declaration.

Section 10 - Limited Liability; Indemnification. Neither Declarant, the Association or the Executive Board shall be liable to the Association or any owner for any action or for any failure to act with respect to any matter, so long as such person or entity was not guilty of fraud or misconduct in taking such action or failing to act.

The Executive Board, the Declarant or the Association shall not be liable, individually or as a group, to owners, members or other interested persons for errors in judgment, negligence or otherwise, unless guilty of willful misconduct, bad faith or malicious intent. The Association shall indemnify, defend and hold the Declarant, any member of the Board and any employee or agent of Declarant or the Association harmless against any liability or claims made by any owner, member or other interested person, unless and until it is determined that any of them acted in bad faith, with malicious motive or engaged in willful misconduct. Should any of the latter be determined, then the Association's responsibility as to any person so acting shall terminate, and if any expenses or other payments have been made pursuant hereto for the benefit of any person who so acted, then the Association shall have a cause of action against that person for reimbursement for all such payments.

The indemnification authorized by this Article IV, Section 10 shall include payment of (i) reasonable attorney's fees or other expenses incurred in settling any action or proceeding, or threatened action or proceeding, or incurred in any finally adjudicated legal action or proceeding, and (ii) expenses incurred in the removal of any liens affecting any property of the indemnitee. Indemnification shall be made from assets of the Association, and no owner shall be personally liable for any indemnitee.

Section 11 - Telephone Communication in Lieu of Attendance. An Executive Board member may attend a meeting of the Executive Board by using an electronic or telephonic communication method whereby the Board member may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Executive Board. The Executive Board member's vote shall be counted and the presence noted as if that Executive Board member were present in person on that particular matter.

## ARTICLE V

### OFFICERS

Section 1 - Elective Officers. The Board shall elect at its annual meeting each year a President, a Vice President, a Secretary and a Treasurer. All officers (other than those selected by the Declarant) must be owners.

Section 2 - Term. Each officer shall hold office until his or her successor is elected and shall qualify, but any officer may be removed and/or replaced, with or without cause, at any time by the affirmative vote of a majority of the whole Executive Board.

Section 3 - The President. The President shall be the Chief Executive Officer of the Association. He or she shall preside at all meetings of the Association and the Executive Board, shall be an ex-officio member of all standing committees except any nominating committee, and shall perform such other duties as are incident to the office or properly required by the Board.

Section 4 - The Vice President. The Vice President shall perform such duties as are properly required by the Executive Board and, in the absence or disability of the President, take the place and perform all duties of the President.

Section 5 - The Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board in a businesslike manner and shall issue all general notices. He or she shall make such reports and perform such other duties as are incident to the office or are properly required by the Board. The minutes of all such meetings shall be available for inspection by owners at all reasonable times.

Section 6 - The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological account of receipts and disbursements in books belonging to the Association, including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and the credit of the Association in such depositories as may be designated by the Executive Board.

He or she shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Board Members, at the regular meetings of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Association.

He or she shall keep detailed financial records and books of account of the Association, including a separate account for each lot which, among other things, shall contain the amount of each assessment against such lot, the date when due, the amounts paid thereon and the balance remaining unpaid.

He or she shall perform all other duties incident to the office or which may be properly required by the Board.

Section 7 - Agreements. All agreements and other instruments authorized by the Board shall be executed by the President and/or such other person or persons as may be designated by the Board. Any amendment to the Declaration on behalf of the Association shall be executed and certified by the President of the Association and no other member of the Board.

Section 8 - Vacancy and Replacement. If the position of any officer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining officers, though less than a quorum, at a special meeting of the officers duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term with respect to which such vacancy occurred.

Section 9 - Removal. Officers may be removed with cause by an affirmative vote of a majority of the members at any meeting of members when the notice therefor indicates the purpose or by a majority vote of the Executive Board at any regular or special meeting of the Executive

Board. No officer shall continue to serve on the Board if, during the term of office, the officer shall cease to be an owner.

## ARTICLE VI

### NOTICES

Whenever, under the provisions of the Declaration or of these Bylaws, notice is required or permitted to be given to the Board, any Board Member, member, Declarant, or owner, it shall not be construed to mean personal notice. Such notice shall be in writing and either delivered personally or mailed. Any notices given by mail shall be deemed effectively and sufficiently given when deposited in a United States Post Office or Letter Box in a postage paid sealed envelope, addressed to the Board, such Board Member, or owner at such address as appears on the books of the Association.

Whenever any notice is required to be given under the provisions of the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VII

### RULES AND REGULATIONS AND ENFORCEMENT

Reasonable uniform rules and regulations governing the use of the Community Association Properties and the conduct of persons entitled to use such property may be adopted and amended from time to time by the Board. All owners shall obey the rules and regulations as promulgated by the Board.

## ARTICLE VIII

### MORTGAGEES

Section 1 - Notice to Association. An owner who mortgages his lot or the mortgagee shall notify the Association of the name and address of the mortgagee and shall file a conformed copy of the mortgage with the Association. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

Section 2 - Notice of Default. The Association shall give notice to an owner of a default in payment of assessments of Common Area expenses or other default imposed by the terms and conditions of the Declaration, the Articles of Incorporation or Bylaws of the corporation, and if such default is not cured within sixty (60) days, the Association shall send a copy of such notice to each holder of a mortgage covering such lot if the name and address of such mortgagee has been previously furnished to the Association as provided in Section 1 of this Article.

ARTICLE IX

AMENDMENT

Amendments to these Bylaws may be adopted at a regular or special meeting of the members of the Association upon receiving the vote of 75% of the membership of the Association who are present at the meeting or who have provided proxies to be voted upon the proposed amendment; provided, that no amendments shall be adopted which would render these Bylaws inconsistent with the Declaration.

ARTICLE X

MISCELLANEOUS

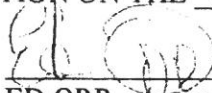
Section 1 - Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

Section 2 - Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

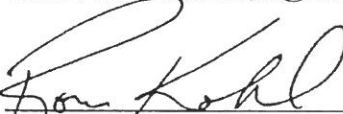
Section 3 - Rules of Procedure. The Rules of Parliamentary Procedure as set forth in Roberts' "Parliamentary Law" shall prevail at all meetings of members or Board Members of the Association.

Section 4 - Interpretations. In the event that any question arises with respect to the construction of any of the provisions of the Bylaws or the Rules and Regulations of the Association, the decision of the Board with respect thereto shall be final and binding upon the Association and the owners.

THESE BYLAWS WERE ADOPTED BY THE EXECUTIVE BOARD OF POUFRE RIVER RANCH COMMUNITY ASSOCIATION ON THE 4<sup>th</sup> DAY OF June, 1999.

  
ED ORR

  
GLEN DROEGEMUEBLER

  
RON KOHL

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**ARTICLE II**

**OFFICE AND REGISTERED AGENT**

Section 1 - Principal Office. The principal office of the corporation shall be 826 9th Street, Greeley, Colorado 80631. The Executive Board, in its discretion, may change from time to time the location of the principal office.

Section 2 - Registered Office and Agent. The Colorado Nonprofit Corporation Act requires that the Association have and continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with such registered office. The registered office need not be the same as the principal office of the Association. The initial registered office and the initial registered agent are specified in the Articles of Incorporation of the Association but may be changed by the Association at any time without amendment to the Articles of Incorporation by filing a statement as specified by law in the office of the Secretary of State of Colorado.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership in Association. There shall be one (1) class of members, to-wit:

1. Class A. Class A members shall be all owners of lots, and there shall be one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Class A members shall vote as provided in the Declaration to approve the annual budget or special assessment; or dissolution of the Association; to approve conveyance, or mortgaging of the Common Area; to approve amendments to the Declaration after the Declarant's rights to amend have terminated; and to elect the Executive Board of the Association in accordance with the Declaration of Covenants, Conditions and Restrictions which have been filed for record in the real estate records of the Clerk and Recorder of Weld County.

2. Each Class A member shall be entitled to one (1) vote for each lot owned.

Section 2 - Election of Executive Board.

(a) Number on Executive Board. The Executive Board shall consist of a total of three (3) individuals. The Executive Board, upon majority vote of the Executive Board, may increase the number to nine (9) individuals either during the period of Declarant control or thereafter. After the period of Declarant control, all Board members shall be elected.

(b) Appointed of Executive Board. Until such time as seventy-five percent (75%) of the Lots that could potentially be brought into the Poudre River Ranch Community Association have been annexed, developed and sold to third party purchasers, the Declarant shall be entitled to appoint a majority of the Executive Board members of the Association until that right ceases in accordance with C.R.S. §38-33.3-303 (this shall be the period of Declarant control). Appointed Executive Board members need not be Members of the Association.

(c) Elected Executive Board Members. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the lots that could be annexed, developed and sold to third party purchasers other than the Declarant within the Poudre River Ranch Community Association Declarant, at least one (1) member, and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the members of the Association. Not later than sixty (60) days after conveyance of fifty percent (50%) of the lots that could be annexed, developed and sold to third party purchasers other than the Declarant within the Poudre River Ranch Community Association, not less than one-third (1/3) of the members of the Executive Board shall be elected by the members of the Association. In accordance with the Colorado Common Interest Ownership Act, the period of Declarant control shall terminate no later than the earlier of: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the lots that could be annexed, developed and sold to third

party purchasers other than the Declarant within the Poudre River Ranch Community Association; (ii) two (2) years after the Declarant has last conveyed a lot in the ordinary course of business; or (iii) two (2) years after any right to add to lots was exercised. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant Control, but in that event, the Declarant may require for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. After the period of Declarant control, all members of the Executive Board shall be elected by the members of the Association.

### Section 3 - Annual Meetings and Special Meetings.

(a) Annual meetings of the owners shall be held in January of each year, beginning in January of 2001, on such day in January and at such time of day as is fixed by the Executive Board of the Association and specified in the Notice of Meeting. The annual meetings shall be held to elect the Executive Board of the Association and to transact such other business as may properly come before the meeting.

(b) After the period of Declarant control, it shall be the duty of the President and, should the President fail to do so of the Vice President, to call a special meeting of the owners as provided in this Section, or upon a petition signed by a majority of the owners of the Association having been presented to the Secretary. The date of any special meeting being called upon such a petition shall be not less than fourteen (14) days nor more than thirty (30) days from receipt of such petition by the Secretary.

Section 4 - Quorum. A quorum shall consist of at least ten percent (10%) of all owners entitled to vote, whether present or in person or by written proxy, except as otherwise provided in these Bylaws or in the Declaration. The question as to the presence of a quorum may only be raised immediately after the meeting has been called to order. If the presence of a quorum has not been questioned or if by count it appears that a quorum is present, then the regularity of the proceedings or the validity of the transactions of the meeting shall in no way be affected by lack of a quorum or by change in the number present that may take place during the meeting. If no quorum be present, the presiding officer may adjourn the meeting to some other time, not later than seven (7) days from the date of such meeting, and such adjourned meeting shall have the same effect as if held on the day appointed.

When a quorum is present at any meeting, the vote of a majority of the owners present in person or represented by written proxy shall decide all questions and such vote shall be binding upon all owners, unless the question is one upon which by express provision of the Declaration, Articles of Incorporation, or these Bylaws a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5 - Waiver and Consent. Whenever the vote of owners at a meeting is required or permitted by any provision of the Declaration, Articles of Incorporation, or of these Bylaws to be taken in connection with any action, the meeting and vote of members may be dispensed with if all owners who would have been entitled to vote upon the action if such meeting were held shall consent, in writing, to such action being taken.

Section 6 - Place of Meetings. Meetings shall be held at a suitable place within the State of Colorado convenient to the owners as may be determined by the Executive Board.

Section 7 - Notice of Meeting. It shall be the duty of the Secretary, at least fourteen (14) but not more than thirty (30) days prior to each annual or special meeting, to mail a notice stating the purpose thereof as well as the time and place where it is to be held to each member.

Section 8 - Order of Business. The order of business at all meetings shall be as follows to the extent required:

- (a) Roll call;
- (b) Reading of minutes of preceding meeting (if any);
- (c) Report of Executive Board;
- (d) Election of inspectors of election (in the event there is an election);
- (e) Election of Executive Board (in the event there is an election);
- (f) Ratification of Association budget;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

Section 9 - Record Date. The record date for determination of owners entitled to notice of or to vote at a meeting of the owners shall be the date on which the notice of the meeting is mailed or otherwise delivered.

Section 10 - Voting List. The officer or agent having charge of the records of the Association shall make, at least ten (10) days before each meeting of owners, a complete list of owners entitled to vote at such meeting or any adjournment thereof arranged in alphabetical order, together with the address of such owner, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any owner at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any owner during the whole time of the meeting.

Section 11 - Proxies. At all meetings of the owners, an owner may vote by proxy executed in writing by the owner or by a duly authorized attorney-in-fact. Such proxy may be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after six (6) months from the date of execution unless otherwise provided in the proxy.

## ARTICLE IV

### EXECUTIVE BOARD

Section 1 - Number, Qualifications and Term. The number of Board Members which shall constitute the whole Board shall be as set forth in Article III, Section 2 of these Bylaws.

All elected Board Members shall be owners or an officer of an owner, if the owner shall be a corporation, and any such Board Member who ceases to be an owner shall automatically be deemed to have resigned. At the expiration of the initial term of office of each such respective Board Member, a successor shall be elected to serve a term of one (1) year. All Board Members shall hold office until their successors have been elected and qualify. At such time as the period of Declarant Control has terminated and the members of the Executive Board are elected by members of the Association, the Board may establish staggered terms of election regarding members of the Executive Board. Such staggered terms shall not be mandatory and shall be a policy decision to be determined by the Executive Board after the period of Declarant Control.

Section 2 - Vacancy and Replacement. If the office of any elected Board Member becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Board Members, though less than a quorum, at a special meeting of the Board Members duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term with respect to which such vacancy occurred.

Section 3 - Removal. Elected Board Members may be removed with or without cause by an affirmative vote of two-thirds (2/3) of the members at any meeting of members when the notice therefor indicates the purpose. No elected Board Member shall continue to serve on the Board if, during that term of office, the Board Member shall cease to be an owner.

Section 4 - Initial Executive Board. The initial appointed Executive Board shall consist of three (3) persons designated as such in the Articles of Incorporation who shall hold office and exercise all powers of the Executive Board until the expiration of the period of Declarant control as provided for in the Declaration or C.R.S. § 38-33.3-303 regarding declarant control.

Section 5 - Powers. The Board shall have general charge, management, and control of the affairs, funds and property of the Association and shall authorize and control all expenditures pursuant and subject to the Articles of Incorporation, the Declaration and these Bylaws. It shall have the powers granted to the Association in the Articles of Incorporation or Declaration and the duty to carry out the purposes of the Association according to law and as set forth in the Articles of Incorporation, these Bylaws and the Declaration.

Section 6 - Compensation. Board Members and officers shall receive no compensation for their services as such.

Section 7 - Meetings.

(a) The first meeting of each Executive Board newly elected by the owners shall be held as soon thereafter as may be practicable as agreed upon by the Executive Board.

(b) There shall be held at least two (2) regularly scheduled meetings of the Board each year without special notice to the Board Members.

(c) Special meetings of the Board may be called by the President on seven (7) days notice (except in emergency when less notice may be given) to each Board Member, either personally or by mail or telegram, except in the event of an emergency when less notice may be given. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Board Members. All such notices of special meetings shall state the purpose thereof.

(d) At all meetings of the Board, a majority of the Board Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Board Members present at any meeting at which there is a quorum shall be the act of the Board, except as may otherwise specifically be provided by Statute, Articles of Incorporation, Declaration or by these Bylaws. If a quorum shall not be present at any meeting of Board Members, the Board Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before, at or after any meeting of the Executive Board, any Board Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by the Board Member of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8 - Meetings Open to Owners. Meetings of the Executive Board shall be open to all owners and institutional mortgagees.

Section 9 - Management Agent. The Executive Board may employ under a term contract or otherwise at a compensation established by the Executive Board a management agent to perform such duties and services as the Board shall authorize subject to the provisions and limitations set forth in the Declaration.

Section 10 - Limited Liability; Indemnification. Neither Declarant, the Association or the Executive Board shall be liable to the Association or any owner for any action or for any failure to act with respect to any matter, so long as such person or entity was not guilty of fraud or misconduct in taking such action or failing to act.

The Executive Board, the Declarant or the Association shall not be liable, individually or as a group, to owners, members or other interested persons for errors in judgment, negligence or otherwise, unless guilty of willful misconduct, bad faith or malicious intent. The Association shall indemnify, defend and hold the Declarant, any member of the Board and any employee or agent of Declarant or the Association harmless against any liability or claims made by any owner, member or other interested person, unless and until it is determined that any of them acted in bad faith, with malicious motive or engaged in willful misconduct. Should any of the latter be determined, then the Association's responsibility as to any person so acting shall terminate, and if any expenses or other payments have been made pursuant hereto for the benefit of any person who so acted, then the Association shall have a cause of action against that person for reimbursement for all such payments.

The indemnification authorized by this Article IV, Section 10 shall include payment of (i) reasonable attorney's fees or other expenses incurred in settling any action or proceeding, or threatened action or proceeding, or incurred in any finally adjudicated legal action or proceeding, and (ii) expenses incurred in the removal of any liens affecting any property of the indemnitee. Indemnification shall be made from assets of the Association, and no owner shall be personally liable for any indemnitee.

Section 11 - Telephone Communication in Lieu of Attendance. An Executive Board member may attend a meeting of the Executive Board by using an electronic or telephonic communication method whereby the Board member may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Executive Board. The Executive Board member's vote shall be counted and the presence noted as if that Executive Board member were present in person on that particular matter.

## ARTICLE V

### OFFICERS

Section 1 - Elective Officers. The Board shall elect at its annual meeting each year a President, a Vice President, a Secretary and a Treasurer. All officers (other than those selected by the Declarant) must be owners.

Section 2 - Term. Each officer shall hold office until his or her successor is elected and shall qualify, but any officer may be removed and/or replaced, with or without cause, at any time by the affirmative vote of a majority of the whole Executive Board.

Section 3 - The President. The President shall be the Chief Executive Officer of the Association. He or she shall preside at all meetings of the Association and the Executive Board, shall be an ex-officio member of all standing committees except any nominating committee, and shall perform such other duties as are incident to the office or properly required by the Board.

Section 4 - The Vice President. The Vice President shall perform such duties as are properly required by the Executive Board and, in the absence or disability of the President, take the place and perform all duties of the President.

Section 5 - The Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board in a businesslike manner and shall issue all general notices. He or she shall make such reports and perform such other duties as are incident to the office or are properly required by the Board. The minutes of all such meetings shall be available for inspection by owners at all reasonable times.

Section 6 - The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological account of receipts and disbursements in books belonging to the Association, including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and the credit of the Association in such depositories as may be designated by the Executive Board.

He or she shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Board Members, at the regular meetings of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Association.

He or she shall keep detailed financial records and books of account of the Association, including a separate account for each lot which, among other things, shall contain the amount of each assessment against such lot, the date when due, the amounts paid thereon and the balance remaining unpaid.

He or she shall perform all other duties incident to the office or which may be properly required by the Board.

Section 7 - Agreements. All agreements and other instruments authorized by the Board shall be executed by the President and/or such other person or persons as may be designated by the Board. Any amendment to the Declaration on behalf of the Association shall be executed and certified by the President of the Association and no other member of the Board.

Section 8 - Vacancy and Replacement. If the position of any officer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining officers, though less than a quorum, at a special meeting of the officers duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term with respect to which such vacancy occurred.

Section 9 - Removal. Officers may be removed with cause by an affirmative vote of a majority of the members at any meeting of members when the notice therefor indicates the purpose or by a majority vote of the Executive Board at any regular or special meeting of the Executive



Board. No officer shall continue to serve on the Board if, during the term of office, the officer shall cease to be an owner.

## ARTICLE VI

### NOTICES

Whenever, under the provisions of the Declaration or of these Bylaws, notice is required or permitted to be given to the Board, any Board Member, member, Declarant, or owner, it shall not be construed to mean personal notice. Such notice shall be in writing and either delivered personally or mailed. Any notices given by mail shall be deemed effectively and sufficiently given when deposited in a United States Post Office or Letter Box in a postage paid sealed envelope, addressed to the Board, such Board Member, or owner at such address as appears on the books of the Association.

Whenever any notice is required to be given under the provisions of the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VII

### RULES AND REGULATIONS AND ENFORCEMENT

Reasonable uniform rules and regulations governing the use of the Community Association Properties and the conduct of persons entitled to use such property may be adopted and amended from time to time by the Board. All owners shall obey the rules and regulations as promulgated by the Board.

## ARTICLE VIII

### MORTGAGEES

Section 1 - Notice to Association. An owner who mortgages his lot or the mortgagee shall notify the Association of the name and address of the mortgagee and shall file a conformed copy of the mortgage with the Association. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

Section 2 - Notice of Default. The Association shall give notice to an owner of a default in payment of assessments of Common Area expenses or other default imposed by the terms and conditions of the Declaration, the Articles of Incorporation or Bylaws of the corporation, and if such default is not cured within sixty (60) days, the Association shall send a copy of such notice to each holder of a mortgage covering such lot if the name and address of such mortgagee has been previously furnished to the Association as provided in Section 1 of this Article.

**ARTICLE IX**

**AMENDMENT**

Amendments to these Bylaws may be adopted at a regular or special meeting of the members of the Association upon receiving the vote of 75% of the membership of the Association who are present at the meeting or who have provided proxies to be voted upon the proposed amendment; provided, that no amendments shall be adopted which would render these Bylaws inconsistent with the Declaration.

**ARTICLE X**

**MISCELLANEOUS**

Section 1 - Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

Section 2 - Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

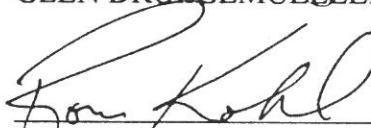
Section 3 - Rules of Procedure. The Rules of Parliamentary Procedure as set forth in Roberts' "Parliamentary Law" shall prevail at all meetings of members or Board Members of the Association.

Section 4 - Interpretations. In the event that any question arises with respect to the construction of any of the provisions of the Bylaws or the Rules and Regulations of the Association, the decision of the Board with respect thereto shall be final and binding upon the Association and the owners.

THESE BYLAWS WERE ADOPTED BY THE EXECUTIVE BOARD OF POUFRE RIVER RANCH COMMUNITY ASSOCIATION ON THE 4<sup>th</sup> DAY OF JUNE, 1999.

  
ED ORR

  
GLEN DROEGEMUEBLER

  
RON KOHL