

**BYLAWS  
OF  
HARVEST OWNERS ASSOCIATION, INC.**

**Article I  
OBJECTIVE AND DEFINITIONS**

1.1. Name. The name of the “Association” is “Harvest Owners Association, Inc.” It is a Colorado nonprofit corporation.

1.2. Purpose. The purpose of the Association is to govern the planned community known as Harvest, located in the Town of Berthoud, Larimer County, Colorado. Harvest consists of the Harvest Ridge North, Johnson Subdivision Filing 2, and Harvest Ridge South subdivisions, and any additional property that may be added to Harvest from time to time.

1.3. Declaration. As used herein, “Declaration” means the Declaration of Covenants, Conditions, and Restrictions for Harvest recorded in the real property records of Larimer County, Colorado, as it may be amended from time to time.

1.4. Other Definitions. Unless otherwise specified herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**Article II  
OFFICES AND REGISTRATION**

2.1. Registered Office and Agent. The Association’s principal office is located at 2619 Canton Court, Suite A, Fort Collins, Colorado 80525. The registered office and registered agent may be changed by the Association at any time by filing a statement in the office of the Colorado Secretary of State. The Association may also have offices and may carry on its purposes at such other places within and outside the State of Colorado as the Board may from time to time determine.

2.2. Registration with Colorado Department of Regulatory Agencies. The Association shall annually register with the Colorado Department of Regulatory Agencies, Division of Real Estate, HOA Information Office and Resource Center, or any replacement of such agency as required by Colorado law.

**Article III  
MEMBERSHIP, VOTING, QUORUM, AND PROXIES**

3.1. Membership. The Members of the Association shall be as set forth in the Declaration. Each membership shall be appurtenant to the fee title to a Lot. The Owners which have fee title to a Lot shall automatically be the holders of the membership for that Lot, and the membership shall automatically pass with fee title to the Lot; provided, however, that any transfer of a membership shall not terminate the former members liabilities or obligations due to the Association incurred during the time of membership. No Owner may resign his, her, or its membership without the conveyance of fee title to the applicable Lot.

3.2. Voting. As to all matters with respect to which Members are given the right to vote under the Governing Documents, each Member, including Declarant, shall be entitled to one vote for each Lot owned. No vote shall be exercised for any property which is exempt from assessments under the Declaration. In any situation there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners of the Lot determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one person seeks to exercise it. If only one person seeks to exercise the vote allocated to a Lot, in person or by proxy, the Secretary is entitled to assume that such person has authority to cast the vote on behalf of all Owners of that Unit.

3.3. Suspension of Voting Rights. The Board may suspend, after notice and hearing as provided herein, the voting rights of a Member during and for up to sixty (60) days following any violation by such Member, or by a tenant, guest, or invitee of such Member, of any provision of the Declaration or of any rule or regulation adopted by the Board, unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to sixty (60) days thereafter.

3.4. Quorum. Except as otherwise required by law or the Articles, the presence in person or by proxy of Members entitled to vote more than twenty-five percent (25%) of the total votes of the Members shall constitute a quorum.

3.5. Proxies. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting by personal delivery, U.S. mail, or electronic delivery to any Board member or to the managing agent, if any, employed by the Board. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Lot. Appointment of a proxy is revoked by the person appointing the proxy: (a) attending any meeting and voting in person; or (b) signing and delivering to the Secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

3.6. Majority Vote. At any meeting of the Members, if a quorum is present, the affirmative vote of more than fifty percent (50%) of the votes represented at the meeting, in person or by proxy, shall be the act of the Members, unless the vote of a greater number is required by law, the Declaration, or the Governing Documents.

3.7. Cumulative Voting. Cumulative voting is not permitted for any purpose.

#### **Article IV** **ADMINISTRATION**

4.1. Annual Meeting. The annual meeting of the Association shall be held on a date and time set by the Board so as to occur at least ninety (90) days but not more than one hundred twenty (120) days before the close of the Association's fiscal year. At each annual meeting, the Members

shall elect directors to fill vacancies in accordance with the provisions of the Declaration and these Bylaws, have the right to vote with respect to the budget adopted by the Board as provided in the Declaration, and conduct such other business as may properly come before the meeting. The order of business at all annual meetings shall be as follows: (a) Roll Call and Certifying of Proxies; (b) Proof of Notice of Meeting or Waiver of Notice; (c) Reading and Disposal of Unapproved Minutes; (d) Reports of Officers; (e) Reports of Committees; (f) Elections of Directors; (g) Unfinished Business; (h) New Business; and (i) Adjournment.

4.2. Special Meetings. Special meetings of the Members, for any purpose, unless otherwise prescribed by statute, may be called by the President or by a majority of the Board. Special meetings shall also be called by the President at the request of Members entitled to vote at least one-third (33%) or more of the total votes of all Members within thirty (30) days of such a request. No business shall be conducted at a special meeting except for the business that the meeting was called for without a quorum present and upon the affirmative vote of more than eighty percent (80%) of the votes represented at the meeting. The order of business at all special meetings shall be as follows: (a) Roll Call and Certifying of Proxies; (b) Proof of Notice of Meeting or Waiver of Notice; (c) Special Business; (d) Other Approved New Business; and (e) Adjournment.

4.3. Place of Meeting. The Board may designate the Association's principal offices or any place within Larimer County, Colorado as the place for any annual meeting or for any special meeting called by the Board.

4.4. Notice of Meeting. Written or printed notice of any meeting of the Members, stating the place, day, and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered to each Member entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before the date of the meeting. Notices may be delivered personally, by U.S. mail, or by e-mail to those Members who have registered in writing with the Secretary of the Association their e-mail address as their legal method for receiving written notices. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, the Board may set a record date for such determination of Members, in accordance with the laws of the State of Colorado. If requested by the person or persons lawfully calling such meeting, the Secretary shall give notice thereof at the expense of the Association.

4.5. Informal Action by Members. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Members. All such writings must be received by the Association within sixty (60) days after the date the earliest dated writing describing and consenting to the action is received by the Association. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Association, unless the writings describing and consenting to the action set forth a different effective date.

4.6. Action by Written Ballot. Any action that may be taken at any annual or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot shall set forth each proposed action

and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of directors, there shall be space on the ballot for write in nominations. Action taken under this section has the same effect as action taken at a meeting of the Association and may be described as such in any document.

4.7. Meetings by Telecommunication. Any or all of the Members may participate in an annual or special meeting of the Association by, or the meeting may be conducted through the use of any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

4.8. Waiver of Notice. Before, at, or after any meeting of the Members, any 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 Member at any meeting shall be a waiver of notice by such Member except when such Member attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

4.9. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, the presence in person or by proxy of Members entitled to vote more than five percent (5%) of the total votes of the Members, shall, except as may be otherwise required by law or provided in the Articles or these Bylaws, constitute a quorum at such meeting and any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

## **Article V**

### **DECLARANT CONTROL**

5.1. Declarant Control of Board of Directors; Election of Board Members. Declarant shall have all of the powers reserved in Section 303(5) of CCIOA to appoint and remove officers and members of the Board during the period of Declarant control permitted herein as limited hereunder (the “Declarant Control Period”). During the Declarant Control Period, there shall be at least three (3) directors, all of whom shall be appointed by Declarant; provided, however, not later than sixty

(60) days after the conveyances to Owners other than Declarant of fifty percent (50%) of the Lots, the Board shall expand from three (3) directors to five (5) directors. Any director appointed by Declarant shall not be required to be an Owner, a Member, or the authorized representative of an Owner or Member. The Declarant Control Period shall expire no later than the earlier of (i) sixty (60) days after seventy-five percent (75%) of the Lots have been conveyed to persons or entities other than Declarant and have certificates of occupancy issued for the dwellings built on the Lots; (ii) six (6) years after the last conveyance of a Lot by Declarant in the ordinary course of business; (iii) twenty (20) years after the recordation of this Declaration; or (iv) when, in its discretion, Declarant so determines; provided however, that in this last event, Declarant may require that, for the balance of what would have been the Declarant Control Period had Declarant not terminated the same, certain actions of the Association or the Board, as described in the recorded instrument executed by Declarant, be approved by Declarant before they become effective. Except as otherwise provided in CCIOA, from and after the end of the Declarant Control Period, the Board will consist of five (5) directors (or such other number, but never less than three (3) directors, as may from time to time be set in the Bylaws), elected by the Members, at least a majority of which directors must be Members other than Declarant or authorized representatives of Members other than Declarant. Directors elected under this Section shall take office upon termination of the Declarant Control Period.

5.2. Homeowner Control of Board of Directors. Not later than sixty (60) days after the conveyance to Owners other than Declarant and issuance of certificates of occupancy for the dwellings built on twenty-five percent (25%) of the ninety-seven (97) Lots, or more such Lots as may be added by Declarant during the Declarant Control Period, at least one (1) member of the Board must be elected by Members other than Declarant. Not later than sixty (60) days after the conveyance to Owners other than Declarant and issuance of certificates of occupancy for the dwellings built on fifty percent (50%) of the Lots, or more such Lots as may be added by Declarant during the Declarant Control Period, no less than two (2) of the members of the Board must be elected by Members other than Declarant.

## **Article VI**

### **BOARD OF DIRECTORS**

6.1. Number, Tenure, Qualifications and Classes. Except as otherwise provided in the Act, from and after the end of the Declarant Control Period, the Board will consist of five (5) directors (or such other number, but never less than three (3) directors, as may from time to time be set in the Bylaws), elected by the Members, at least a majority of which directors must be Members other than Declarant or authorized representatives of Members other than Declarant. Directors elected under this Section shall take office upon termination of the Declarant Control Period. Upon expiration of the Declarant Control Period, Declarant, at a special meeting, shall divide the members of the Board into three approximately equal groups or “classes” with each member of each Board class being assigned a term of one (1) year, two (2) years, or three (3) years, so that the tenure of each class is staggered and Board turnover does not occur at the same time. The two (2) Board members who received the highest number of Owner votes shall be assigned to the Board class whose members have a three (3) year term, the two (2) Board members who received the next highest number of Owner votes shall be assigned to the Board class whose members have a two (2) year term, and the remaining Board member elected with the lowest number of votes of

the five (5) elected board members shall be assigned to the Board class whose members have a one (1) year term. Each such Board member's term shall be deemed to have begun as of the date of the next annual Board meeting following such special meeting. At each annual Board meeting thereafter, the Owners shall elect the same number of Board members as there are Board members whose terms are expiring at the time of each such annual Board meeting, for terms of three (3) years. Each Board member shall hold office until the appointment and qualification of a successor or until death, resignation, or removal. No Member may serve as a director if such Member is delinquent in the payment of any assessments or other charge due the Association for more than thirty (30) days, or who has had his, her, or its voting rights suspended as provided in these Bylaws. Any Member, or person who is related by blood, marriage, adoption, or who is a member, manager, shareholder, director, officer, agent, or employee of a Member, who is an adverse party to the Association in any legal proceeding or action, shall not be qualified to serve as a director for the duration of the proceeding. If a Member is not qualified to serve as a director, the director's position shall be deemed vacant, and the vacancy may be filled in accordance with Section 6.2 of these Bylaws.

6.2. Resignations; Vacancies. Any director may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Board (by reason of resignation or death) shall be filled by the affirmative vote of a majority of the directors then in office though less than a quorum. A vacancy occurring on the Board of Directors created by the resignation or death of a director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new director. A director elected to fill a vacancy shall hold office until the next annual meeting of the Members and until his successor is duly elected and qualified. Any elected director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days shall not be qualified to serve as a director, such director's position shall be deemed vacant, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any director may resign at any time by giving written notice to the President, to the Secretary, or to the Board stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

6.3. Removal of Directors. Notwithstanding any provision contained in these Bylaws or any other Governing Document to the contrary, the Members, by a sixty-seven percent (67%) vote of all Members represented and entitled to vote at any meeting at which a quorum is present, may remove any director, with or without cause, other than a director appointed by Declarant during the Declarant Control Period.

6.4. Powers and Duties. Except as provided in the Declaration, the Articles and these Bylaws, the Board may act on behalf of the Association in all instances. The powers and duties of the Board shall include, but not be limited to, the following: (a) enforce all of the applicable provisions of this Declaration; (b) maintain the Common Elements; (c) contract and pay for the maintenance

of the Common Elements out of funds collected by the Board; (d) levy and collect the costs of maintenance of the Common Elements and to make or authorize the expenditures for the same; (e) receive and process complaints from Owners with respect to any provisions of this Declaration; (f) adopt such rules and regulations as the Board from time to time may deem necessary or appropriate to carry out the provisions of this Declaration; (g) render such discretionary decisions as are vested in the Board pursuant to this Declaration; (h) comply with and fully perform any requirements related to the waters detained on or flowing over or through the Common Elements; (i) impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments, and other actions to enforce the powers and duties of the Association, regardless of whether or not suit was initiated, and after notice and an opportunity to be heard, levy appropriate fines for violations of the Governing Documents, and to establish the rate of interest to be assessed for all sums which may be payable to the Association; (j) obtain and keep in force such insurance as the Board may from time to time deem appropriate, including but not limited to casualty and liability, worker's compensation, errors and omissions coverage for officers, directors, employees, and members of the Association, insurance for indemnification of officers, directors, and members of the Board acting on behalf of the Association, and such other insurance that the Board may deem appropriate; (k) exercise all powers and rights granted to the Association by CCIOA; (l) take such other actions or to incur such other obligations, whether or not expressly specified, as shall be reasonably necessary to perform the Association's obligations, subject to the approval of the Members of the Association.

6.5. Implied Rights; Board Authority; Limitation of Powers. The Association may exercise any right, privilege, or power expressly given to it by the Governing Documents, the Colorado Revised Nonprofit Corporation Act, or CCIOA, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Members; provided, however, the Board may not act on behalf of the Association to (a) amend the Declaration; (b) terminate the Association, the Declaration, or the planned community created by the Declaration; (c) elect directors to the Board, other than to fill a vacancy for the unexpired portion of any director's term, subject to Declarant's rights under Article V; or (d) determine the qualifications, powers, and duties or terms of office of directors.

6.6. Managing Agent. The Board may employ a manager or managing agent, or both, for the Association at a compensation established by the Board to perform such duties and services as the Board shall authorize. Any such delegation, however, shall not relieve the Board of its responsibility under the Declaration. If, and to the extent that, the Board delegates its powers relating to the collection, deposit, transfer or disbursement of Association funds to a manager or managing agent, or both, such manager or managing agent, or both shall: (a) maintain fidelity insurance coverage or a bond in an amount equal to or one-sixth (1/6) of the annual assessments on all Lots for the current fiscal year plus reserves on hand, or such higher amount as the Board may require; (b) maintain all funds and accounts of the Association separate from the funds and accounts of any other associations managed by the manager or managing agent, maintain all reserve accounts of each association so managed separate from operational accounts of the Association, and cause all such funds and accounts to be deposited in federally-insured accounts which earn the highest possible interest rate; and (c) have prepared and present to the Association an annual accounting for Association funds and a financial statement, which accounting and

financial statement shall be prepared by the managing agent, a public accountant, or a certified public accountant.

6.7. Regular Meetings. Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Colorado, or by telephone or other means of communication provided that each director can hear each other director, and at such times as the Board from time to time by vote may determine. At least two (2) regular meetings must be held during each calendar year. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Members, or any special meeting of Members at which a Board is elected.

6.8. Special Meetings. Special meetings of the Board may be held at any place within the State of Colorado, or by telephone or other means of communication provided that each director can hear each other director, at any time when called by the President or by two or more directors upon the giving of at least three (3) days prior notice of the time and place thereof to each director by leaving such notice with such director or at such director's residence or usual place of business, or by mailing it to such director at such director's post office address as it appears on the books of the Association, or by telephone, or by electronic communication, including email or text, when the director has provided communication information to the remainder of the Board or the Association's managing agent. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the directors shall be required.

6.9. Participation by Electronic Means. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by means of communication by which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be deemed to be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

6.10. Quorum. A majority of the number of directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the directors in attendance shall, except where a larger number is required by law, by the Declaration, by the Articles or by these Bylaws, decide any question brought before such meeting. A director shall not be entitled to vote by proxy at any meeting of the Board.

6.11. Waiver of Notice. Before, at or after any meeting of the Board, 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 such director except when such director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.12. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the directors.



6.13. Compensation. No director shall receive any compensation for any service rendered to or for the Association, except that directors may be reimbursed for actual expenses incurred in the performance of official duties; provided, however, any anticipated expenses of more than \$100.00 must be approved in advance by two officers of the Association. Notwithstanding the foregoing, however, nothing contained herein shall preclude any director from performing services for the Association in any capacity other than as a director of the Association and receiving compensation therefor, so long as the arrangement has been approved by a majority of disinterested directors.

6.14. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner and to suspend an Owner's right to vote or any person's right to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Lot. In the event that any occupant, guest, or invitee of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant, guest, or invitee, as the case may be; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine within thirty (30) days following notice from the Association. The failure of the Board to enforce any provisions of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

6.15. Notice. Prior to imposition of any sanction, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board for a hearing, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

6.16. Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

6.17. Additional Enforcement Rights. Notwithstanding anything to the contrary, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or any rules or regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), suit at law

or in equity to enjoin any violation or to recover monetary damages, or pursue any other remedy, or any combination of remedies without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred; provided however, Owner shall be liable for such costs if such costs are not paid by the occupant, guest or invitee within thirty (30) days of a request for payment thereof by the Association.

6.18. No Waiver of Rights. The omission or failure of the Association, acting through the Board, to enforce the Declaration, the Bylaws, or any other the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release of any requirements of the Governing Documents.

## **Article VII**

### **OFFICERS, AGENTS, AND COMMITTEES**

7.1. General. The officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer. The Board may appoint such other officers, assistant officers, committees and agents as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of President and Secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the President. No Member may serve as an officer if such Member is more than thirty (30) days delinquent in payment of any assessment or other charge due the Association for more than thirty (30) days.

7.2. Election and Term of Office. The officers of the Association shall be elected by the Board at the first Board meeting following each annual meeting of the Members. If the election of officers cannot be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until a successor has been duly elected.

7.3. Removal of Officers. The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

7.4. Vacancies. A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

7.5. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees. The President of the Association is designated as the officer with the power to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

7.5. Vice President. The Vice Presidents shall assist the President and shall perform such duties as may be assigned to them by the President or by the Board. In the absence of the President, the Vice President designated by the Board or (if there be no such designation) designated in writing by the President shall have the powers and perform the duties of the President. If no such designation shall be made all Vice Presidents may exercise such powers and perform such duties.

7.6. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Members and the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law; (c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board; (d) keep at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each Mortgagee; (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board; and (f) administer Board and Association quorum, voting and election requirements, and certify compliance with any voting percentage specified in the Declaration for approval or disapproval of a matter.

7.7. Treasurer. The Treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The Treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. The Treasurer shall perform all other duties incident to the office of the Treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The Treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. The Treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the President. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

7.8. Committees. The Board may appoint any committee or committees that it deems appropriate.

### **Article VIII** **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The Association shall indemnify every director, officer, and committee member and their heirs, executors and administrators against all loss, cost and expense, including attorneys' fees, reasonably incurred in connection with any action, suit, or proceeding to which they may be made a party by reason of being or having been a director, officer, or committee member of the Association, except for matters as to which they shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement,

indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the persons to be indemnified have not been guilty of gross negligence or willful misconduct in the performance of their duties in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such officer, director or committee member may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however that nothing in this Article shall be deemed to obligate the Association to indemnify any person who is or has been an officer, director, or committee member of the Association with respect to any duties or obligations assumed or liabilities incurred by them by virtue of the Declaration as an individual Owner and not as an officer, director, or committee member of the Association.

**Article IX**  
**EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS,**  
**AND LIEN HOLDERS**

9.1 Proof of Ownership. Except for those Owners who initially contracted to purchase a Lot from Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Members unless this requirement is first satisfied.

9.2. Registration of Mailing Address. If a Lot is owned by two or more Persons, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the Secretary of the Association within ten (10) days after transfer of title or after a change of address. Such registration shall be in written form and signed by all of the Owners or by such persons as are authorized to represent the interests of all Owners. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

9.3. Liens. Any Owner who mortgages or grants a deed of trust covering his Lot shall give the Association written notice of the name and address of the mortgagee (the "Mortgagee") and shall file true, correct, and complete copies of the note and security instrument with the Association.

9.4. Notice of Lien or Suit. Owners shall give notice to the Association of any suit or other proceeding which may affect title to the Lot in writing within five (5) days after the Owner has knowledge thereof.

9.4. Security Interest in Membership. Owners shall have the right irrevocably to constitute and appoint a Mortgagee their true and lawful attorney-in-fact to vote their interest as Members in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Such proxy shall become effective upon the filing of notice by the

Mortgagee with the Secretary of the Association at such time or times as the Mortgagee shall deem its security in jeopardy by reason of the failure, neglect, or refusal of the Association, the Board, or the Owners to carry out their duties as set forth in the Declaration. A release of the Mortgage covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

## **Article X** **AMENDMENTS**

10.1 By Directors. Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have the power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Members shall make, amend, or repeal any Bylaw, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action.

10.2. By Members. Subject to any rights conferred upon first Mortgagees in the Declaration, the Members may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Members, unless a greater percentage is expressly required by law, the Articles, the Declaration or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented. If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

10.3 Limitation. Notwithstanding the foregoing, amendment of these Bylaws is specifically subject to the requirements of Section 38-33.3-306 of Colorado Revised Statutes, as amended.

## **Article XII** **MISCELLANEOUS**

11.1 Books and Records. The Association shall keep detailed, accurate and complete books and records of its receipts and expenditures, shall keep minutes of the proceedings of the Board and Members, and shall keep at its registered or principal office in Colorado, a record of the names and addresses of the Members entitled to vote. Upon ten (10) days' notice to the Managing Agent, if any, or to the President of the Association, any Member shall be furnished a statement of account setting forth the amount of any unpaid assessments or other charges due and owing. Current copies of the Articles and Bylaws of the Association, rules and regulations governing the Association, and other books, records, and financial statements of the Association shall be made available to Members. The Board shall establish reasonable fees for providing copies of documents and statements of accounts. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

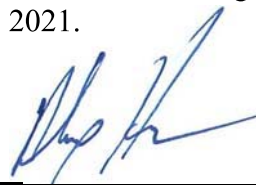
11.2 Seal. The corporate seal of the Association shall be circular in form and shall contain the name of the Association, the year of its organization and the words, “Seal, Colorado”.

11.3 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

11.4 Conflict of Documents. These Bylaws are controlled by and shall always be consistent with the provisions of the Act, the Colorado Revised Nonprofit Corporation Act, the Declaration and the Articles of Incorporation, as any of the foregoing may be amended or supplemented from time to time. If there are conflicts between the provisions of Colorado law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Colorado law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

11.5 Notices. Unless otherwise provided in these Bylaws, the Declaration or by applicable law, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given by sending the same to the applicable Owner by electronic delivery if the Owner has provided an electronic mail or delivery address to the Association. Otherwise, such notices, demands, bills, statements or other communications shall be delivered personally or if sent by U.S. Mail, first class postage prepaid: (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or (b) if to the Association, the Board, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

IN WITNESS WHEREOF, the foregoing Bylaws have been approved and adopted for Harvest Owners Association, Inc., by Alex Hoime, Managing Manager of HT Land Partners, LLC, as Declarant, on this 29th day of June, 2021.



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HT Land Partners, LLC,  
a Colorado limited liability company  
by Alex Hoime, Managing Member