

**BYLAWS**  
**OF**  
**SPRINGRIDGE RESERVE HOMEOWNERS ASSOCIATION**  
**A COLORADO NON-PROFIT CORPORATION**

**ARTICLE I**  
**OBJECT AND DEFINITIONS**

**Section 1. Purpose.** The purpose for which this Colorado non-profit association is formed is to govern the affairs of Springridge Reserve located in the County of Garfield, State of Colorado. The Association is a Common Interest Community organized in accordance with the Colorado Common Interest Ownership Act of the Colorado Revised Statutes, as amended ("CCIOA") and through a Declaration of Protective Covenants ("Declaration") recorded in accordance with the provisions of such statutes.

**Section 2. Assent.** All present or future owners, tenants, future tenants, or any other person that might use or have an interest in any manner in the facilities of the Association are subject to the provisions of the regulations set forth in these Bylaws. The mere acquisition or rental of any of the lots subject to the Declaration or the mere act of occupancy of any such lots will signify that these Bylaws are accepted, ratified, and will be complied with.

**Section 3. Definitions.** Unless otherwise specified, terms herein contained shall have the same meaning in these Bylaws as in the Declaration, the Articles of Incorporation for the Association, the Colorado Non-Profit Corporation Act as amended or CCIOA. For purposes of these Bylaws, both the Colorado Non-Profit Corporation Act and CCIOA shall be hereinafter sometimes referred to as the "Acts." In addition, for purposes of these Bylaws, these Bylaws, the Declaration, the Articles of Incorporation for the Association, the Colorado Non-Profit Corporation Act, and CCIOA shall be hereinafter sometimes referred to as the "Regulations."

**ARTICLE II**  
**MEMBERSHIP, VOTING, MAJORITY OF UNIT OWNERS, QUORUM, PROXIES**

**Section 1. Membership.** Ownership of a lot within Springridge Reserve is required in order to qualify for membership in the Association. Any person on becoming an owner of a lot ("Owner") shall automatically become a member of the Association and be subject to these Bylaws, provided however that the open space lots owned by the Association shall not be entitled to membership. Such membership shall terminate without any formal Association action whenever such person ceases to own a lot, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under, or in any way

connected with, the Association during the period of such ownership, or impair any rights or remedies which the Executive Board of the Association or others may have against such former Owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

Section 2. Voting. Voting shall be based upon one (1) vote per lot. In voting for members of the Executive Board of the Association, those receiving the most number of votes shall be elected without the necessity of a majority. There shall be cumulative voting for all members of the Executive Board.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary at or before the appointed time of each meeting.

Section 4. Majority of Lot Owners. As used in these Bylaws, the term "majority of lot owners" shall mean more than fifty-one percent (51%) of the votes entitled to vote at a meeting of members.

Section 5. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of thirty-three and one-third percent (33 1/3%) of the members shall constitute a quorum. Except as otherwise provided in the Declaration or Articles of Incorporation or Acts, an affirmative vote of a majority of lot Owners presents, either in person or by proxy, shall be required to transact the business of any meeting, and the acts or decisions thereby undertaken shall be binding on the Owners.

Section 6. Removal of Executive Board. Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of Owners, at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

### ARTICLE III ADMINISTRATION

Section 1. Association Responsibilities. The Owners will constitute the Association, who will have the responsibility of administering the Association through an Executive Board who shall have the authority to hire a manager.

Section 2. Place of Meeting. Meetings of the members shall be held at such place in the State of Colorado as the Executive Board may determine.

Section 3. Annual Meeting. The first annual meeting of the Association shall be held during the month of \_\_\_\_\_ in the year following the incorporation of this Association. Thereafter, the annual meetings of the Association shall be held during the month of \_\_\_\_\_

\_\_\_\_\_ of each succeeding year, or on a more convenient date as determined by the Executive Board. The purpose of the annual meeting is for the election of the Executive Board, by ballot of the Owners, in accordance with the requirements of these Bylaws, and the transaction of such other business of the Association as may properly come before the meeting.

Section 4. Special Meetings. Special meetings of the Association may be called by the President, by a majority of the Executive Board, or by Owners having ten percent (10%) of the votes of the Association.

Section 5. Notice of Meetings. Not less than ten (10) nor more than fifty (50) days in advance of any meeting the Secretary or other officer specified in these Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Owner or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendments to the Declaration, these Bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board.

Section 6. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the member(s) who is present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

Section 7. Order of Business. The order of business at the annual meeting of the Owners shall be as follows:

- 7.1 Roll call and certifying proxies;
- 7.2 Proof of notice of meeting or waiver of notice;
- 7.3 Reading and/or disposal of unapproved minutes;
- 7.4 Reports of officers;
- 7.5 Election of directors;
- 7.6 Unfinished business;
- 7.7 New business; and
- 7.8 Adjournment.

#### ARTICLE IV EXECUTIVE BOARD

Section 1. Number and Qualification. Until the time that Owners other than the Declarant are authorized to elect members to the Executive Board, the Executive Board shall consist of the following members:

Joshua Greenwald  
Bradley J. Greenwald  
Pat Fitzgerald

In the event member(s) named herein resigns, dies, or refuses to take office prior to the occurrence of either of the events described in the first sentence of this section, then the Declarant or Declarant's successor shall be entitled to elect a replacement member of the Executive Board until those events occur. At the first meeting of the Executive Board held in accordance with the preceding provisions, the Executive Board shall fix a number of members which shall be no less than three (3). The Executive Board shall govern the affairs of this Association until their successors have been duly elected and appointed and qualified. Successor members of the Executive Board shall be elected and/or appointed at the annual membership meetings thereafter held.

**Section 2. Election and Term of Office.** At the expiration of the initial term of office of each of the respective elected and appointed members of the Executive Board, their successors shall be elected or appointed, as the case may be, to serve a term of three (3) years. Except as is otherwise provided by these Bylaws, the members of the Executive Board shall hold office until their successors have been duly elected or appointed, as the case may be, and qualified. The terms of at least one-third (1/3) of the members of the Executive Board, not appointed by the Declarant, shall expire annually.

**Section 3. Vacancies.** Vacancies in the Executive Board caused by any reason may be filled by a vote of the remaining members of the Executive Board, even though they may constitute less than a quorum, and each person so elected shall be a member of the Executive Board until a successor is elected.

**Section 4. Quorum of the Executive Board.** At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members of the Executive Board present at such meeting at which a quorum is present shall be the acts of the Executive Board. If at any meeting of the Executive Board there be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without any further notice.

**Section 5. Organizational Meeting.** Until the time that Owners other than the Declarant are authorized to elect members to the Executive Board, the Executive Board shall consist of those members named in the Articles of Incorporation of the Association, unless that Executive Board as by resolution elects to add additional members.

**Section 6. Regular Meetings.** Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Executive Board. Notice of regular meetings of the Executive Board shall be given to each member, personally or by mail, telephone, or telegraph, at least seven (7) days prior to the day named for such meeting.

**Section 7. Special Meetings.** Special meetings of the Executive Board may be called by the President on three (3) days notice to each member, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. In addition, special meetings shall be called at the written request of two (2) or more members of the Executive Board.

**Section 8. Waiver of Notice.** Before or at any meeting of the Executive Board, 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 of the Executive Board shall be a waiver of notice of the time and place thereof. If all the members are present at any meeting of the Executive Board, no notice shall be required, and any business may be transacted at such meeting. The Executive Board may take any action which they could take at any meeting by unanimous consent without a meeting. Such consent shall be in writing and signed by all of the members.

**Section 9. Telephonic Meetings.** Special meetings of the Executive Board can be held by means of conference telephone or similar communications equipment by which all members participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

**Section 10. Powers and Duties.** The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association pursuant to and in accordance with the Declaration and the Articles of Incorporation of the Association.

**Section 11. Managing Agent.** The Executive Board may employ for the Association a Managing Agent at a compensation established by the Executive Board to perform such duties and services specified in the preceding section of these Bylaws, and the specific power to delegate such duties is hereby reserved to the Executive Board; however, no such delegation shall relieve the Executive Board of its responsibilities under the Declaration and these Bylaws.

**Section 12. Reimbursement.** A Board member shall be entitled to reimbursement for any actual out-of-pocket expenses which can be documented by written receipt, which expenses were incurred in the proper performance of their duties.

**Section 13. No Compensation to Members.** Elected members of the Executive Board shall receive no compensation for their services as such, unless approved by a majority vote of Owners.

**Section 14. No Waiver of Rights.** The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, or other provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto shall not constitute or be deemed a waiver, modification, or release

thereof, and the Board of the Managing Agent shall have the right to enforce the same thereafter.

Section 15. Fidelity Bonds. The Executive Board may require that all officers and employees of the Association and the Managing Agent handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 16. Minutes. Written minutes shall be kept of all meetings and actions of the Executive Board and any committees acting thereunder.

## ARTICLE V OFFICERS

Section 1. Officers. The officers of the Association shall consist, at a minimum, of a President and a Secretary-Treasurer, both of whom shall be elected from members of the Executive Board. Such officers must be members of the Executive Board, and each shall be an Owner (or representative of an Owner whose agency shall be in writing) of a lot or a representative of Declarant.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and the Executive Board. The President shall have all the general powers and duties which are usually vested in the office of President of a non-profit corporation.

Section 5. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Executive Board and the minutes of all meetings of the Association; such individual shall have charge of such books and papers as the Executive Board may direct; and they shall in general perform all the duties incident to the office of Secretary. The Secretary-Treasurer shall compile and keep up to date at the principal office of the Association a complete list of members and their registered addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or appropriate designation of the lot owned by such member. Such list shall be open to inspection by members and other persons

lawfully entitled to inspect the same at reasonable times during regular business hours. The records referred to in this subsection may be maintained by the Managing Agent. The Secretary-Treasurer shall have responsibility for all Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided, however, that when a Managing Agent has been delegated the responsibility of collecting and disbursing funds, the Secretary-Treasurer's responsibility shall be to review the accounts of the Managing Agent not less often than annually.

**Section 6. Vice-President.** The Vice-President, shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice-President is able to act, the Executive Board shall appoint some other member to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties imposed by the Executive Board or by the President. The office of the Vice-President may be vacant.

**ARTICLE VI**  
**INDEMNIFICATION OF OFFICERS, EXECUTIVE BOARD,**  
**ARCHITECTURAL REVIEW COMMITTEE, AND MANAGING AGENT**

**Section 1. Indemnification.** The members of the Executive Board, Architectural Review Committee, the Managing Agent, and the officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Act, the provisions of which are incorporated by reference and made a part of these Bylaws.

**Section 2. Other.** Contracts or other commitments made by the Executive Board, officers, or the Managing Agent shall be made as agent for the Owners, and they shall have no personal responsibility on any such contract or commitment (except as Owners).

**ARTICLE VII**  
**AMENDMENTS**

**Section 1. Amendments to Bylaws.** These Bylaws may be amended only by resolution adopted by a majority of the members of the Executive Board and ratified by a majority vote of the members of the Association at a duly constituted meeting for such purposes; provided, however, that no amendment shall conflict with any provision of the Declaration (unless it is similarly amended) or violate any provision of the Acts. The notice of the meeting to amend the Bylaws shall specify the amendment in such notice.

**Section 2. Amendments to Articles of Incorporation.** The Articles of Incorporation may be amended in the manner provided by the Acts.

**ARTICLE VIII**  
**WATER SERVICES**

The Association shall have the powers and duties necessary for the supply and restriction of water for and within the subdivision pursuant to and in accordance with Article \_\_\_\_ of the Springridge Reserve Declaration.

**ARTICLE IX**  
**NON-PROFIT ASSOCIATION**

**Section 1. Non-Profit Aspect.** This Association is not organized for profit. No member, owner-member of the Executive Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or compensation to, or be distributed to, or inure to the benefit of, any member of the Executive Board. The foregoing, however, shall neither prevent nor restrict the following: (a) reasonable compensation may be paid to any manager acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (b) any member or owner-member of the Executive Board may, from time to time, be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to any Managing Agent who shall perform duties and functions according to written agreement for the compensation stated therein.

**ARTICLE X**  
**ASSESSMENTS**

The Association shall have the powers and duties necessary to administer and enforce assessments upon the Owners pursuant to and as more fully set forth in the Springridge Reserve Declaration.

**ARTICLE XI**  
**BOOKS AND RECORDS INSPECTION**

**Section 1. Books and Records.** The Executive Board shall cause to be maintained at the principal office of the Association complete books of account of the affairs of the Association.

**Section 2. Inspection.** Such books of account shall be open to inspection upon the written demand of any member or holder of a first mortgage on any lot for a purpose reasonably related to his interest as such member or mortgagee, and shall be exhibited to such member or mortgagee at any reasonable time upon reasonable request. Inspection by any member or



mortgagee may be made in person, or by his agent or his attorney, and the right to inspection includes the right to make abstracts and perform audits. All of the foregoing shall be at the expense of the member or mortgagee requesting inspection. Requests for inspection shall be made in writing directed to the President, Secretary-Treasurer, or to the Executive Board.

## ARTICLE XII WORKING CAPITAL AND RESERVES

Section 1. Working Capital. A working capital fund may be established and collected from each Owner other than the Declarant in an amount determined by the Declarant. Any amounts paid into this fund shall not be considered as advance payment of assessments. Until termination of Declarant's control of the Executive Board, the working capital shall be deposited without interest in a segregated fund. While the Declarant is in control of the Executive Board, the Declarant cannot use any of the working capital funds to defray its expenses, reserve contributions or construction costs, or to make up budget deficits.

Section 2. Reserves. As a part of the adoption of the regular budget, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the common properties of the Association that it is obligated to maintain, based upon the project's age, remaining life, and the quantity and replacement cost of major improvements to the common properties of the Association.

## ARTICLE XIII MISCELLANEOUS

Section 1. Notices. All notices to the Association or the Executive Board shall be delivered to the office of the Managing Agent or, if there is no Managing Agent, to the office of the Association, or to such other address as the Executive Board may designate by written notice to all Owners. Except as otherwise provided, all notices to any Owner shall be sent to the Owner's address as it appears in the records of the Association. All notices shall be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

Section 2. Fiscal Year. The Executive Board shall establish the fiscal year of the Association.

Section 3. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 4. Office.** The principal office of the Association shall be at such place as the Executive Board may from time to time designate.

**Section 5. Compliance.** These Bylaws are intended to comply with the requirements of the Acts. If any of these Bylaws shall conflict with any provision of the Acts, the provisions of the Acts shall control.

**Section 6. Declaration Controls.** If any of these Bylaws conflict with any provision of the Declaration (and assuming they do not conflict with the Acts), the Declaration shall control.

**Section 7. Corporate Seal.** The corporate seal of the Association shall be in such form as shall be approved by resolution of the Executive Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. The impression of the seal may be made and attested to by either the Secretary-Treasurer for the authentication of contracts or other papers requiring the seal.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2005.

SPRINGRIDGE RESERVE  
HOMEOWNERS ASSOCIATION

By \_\_\_\_\_

Bradley J. Greenwald, President