

# Bylaws of the Cragmont Estates Homeowners Association

## Article I - Introduction

These are the Bylaws of the Cragmont Estates Homeowners Association, which shall operate under the Colorado Nonprofit Corporation Act, as amended, and the Colorado Common Interest Ownership Act, as Amended (the "Act"), and shall govern the operation of the Cragmont Estates Homeowners Association, a Colorado non-profit corporation (the "Association"), created pursuant to the Declaration of Covenants, Conditions, and Restrictions for Cragmont Estates, a planned residential community ("Common Interest Community"), recorded or to be recorded in the official real property records of Jefferson county, Colorado (the "Declaration"), which reference is incorporated herein. Any amendment to the Declaration shall automatically be incorporated herein, and all references to the Declaration shall automatically be incorporated herein, and all references to the Declaration shall be deemed to include any such amendment. Terms used and capitalized herein which are defined in the Declaration shall have the same meanings as in the Declaration. Membership in the Association shall be limited as set forth in the Declaration and Articles of Incorporation.

## Article II - Board

### Section 2.1. Number and Qualifications - Termination of Declarant Control

- A. The affairs of the Common Interest Community and the Association shall be governed by a Board of Directors (the "Board") which, until the termination of the Period of Declarant Control as set forth in the Declaration, shall consist of three persons, and following such date shall consist of not less than three or more than seven persons, all of whom, excepting the Directors appointed by the Declarant, shall be Owners. If any Unit is owned by a partnership or corporation, any officer, partner, or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Owners, except for those appointed by the Declarant. At any meeting at which Directors are to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Colorado Nonprofit Corporation Act for conducting the elections.
- B. The Directors shall serve two year terms.
- C. The Declaration shall govern appointment of Directors of the Board during the Period of Declarant Control.
- D. The Board shall elect the officers. The Directors and officers shall take office upon election.
- E. At any time after Owners, other than the Declarant, are entitled to elect a Director, the Association shall call a meeting and give not less than ten (10) nor more than sixty (60) days' notice to the Owners for this purpose. This meeting may be called and the notice given by any Owner of the Association and of the common Interest community, if the Association fails to do so.

**Section 2.2 Powers and Duties.** The Board may act in all instances on behalf of the Association, except as provided in the Declaration or these Bylaws. the Board shall have, subject to the limitations contained in the Declaration, the powers and duties necessary for the administration of the affairs of the Association, including the following powers and duties:

- A. Adopt and amend rules and regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves;
- C. collect assessments for common expenses from Owners;
- D. Hire and discharge managing agents;
- E. Hire and discharge employees, independent contractors and agents other than managing agents;
- F. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Association's Declaration, bylaws or Rules in the Association's name, on behalf of the Association, or two or more Owners on matters affecting the Project;
- G. Make contracts and incur liabilities;
- H. Regulate the use, maintenance, repair, replacement and modification of the Common Area;
- I. Cause additional improvements to be made as a part of the Common Elements;
- J. Acquire, hold, encumber, and convey, in the Association's name, any right, title, or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;
- K. Grant easements for any period of time, including permanent easements, and grant leases, licenses, and concessions for no more than one year through or over the Common Elements;
- L. Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Areas, other than Limited Common Elements described in Section 202(1)(b) and (d) of the Act;
- M. Impose charges for late payment of Assessments, recover reasonable attorneys' fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy a reasonable fine for a violation of the Declaration, Bylaws, Rules and Regulations of the Association (the "Documents");
- N. Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid Assessments;
- O. Provide for the indemnification of the Association's officers and the Board and maintain Directors' and officers' liability insurance;
- P. Exercise any other powers conferred by the Declaration or Bylaws;

- Q. Exercise any other power that may be exercised in this state by a legal entity of the same type as the Association;
- R. Exercise any other power necessary and proper for the governance and operation of the Association; and
- S. By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Owner within forty-five (45) days of publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board at its next regular meeting.

**Section 2.3 Manager.** The Board may employ a Manager for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board. The Board may delegate to the Manager only the powers granted to the board by these Bylaws under Section 2.2, Subdivisions C, E, G, and H. Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Board and to fulfill the requirements of the budget

**Section 2.4 Removal of Directors.** The Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote, at any meeting of the owners at which a quorum is present, may remove any Director of the Board, other than a Director appointed by the Declarant, with or without cause

**Section 2.5. Vacancies.** Vacancies in the board, caused by any reason other than the removal of a Director by a vote of the Owners, may be filled at a special meeting of the Board held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at that meeting may constitute less than a quorum. These appointments shall be made in the following manner:

- A. As to vacancies of Directors whom Owners other than the Declarant elected, by a majority of the remaining Directors constituting the Board; and
- B. As to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

**Section 2.6. Regular Meetings.** The first regular meeting of the Board following each annual meeting of the Owners shall be held within ten (10) days after the annual meeting at a time and place to be set by the Owners at the meeting at which the Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the Directors are present. The Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

**Section 2.7. Special Meetings.** Special meetings of the Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand delivered or mailed and shall state the time, place and purpose of the meeting.

**Section 2.8. Location of Meetings.** All meetings of the Board shall be held within Evergreen, Colorado, unless all Directors consent in writing to another location.

**Section 2.9. Waiver of Notice.** Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

**Section 2.10. Quorum of Directors.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of these present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 2.11. Consent to Corporate Action.** If all the Directors of all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Board or the committee, as the case may be. The secretary shall file these consents with the minutes of the meetings of the Board.

**Section 2.12. Telephone Communication in Lieu of Attendance.** A Director may attend a meeting of the Board by using an electronic or telephonic communication method whereby the Director may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board. The Director's vote shall be counted and the presence noted as if the Director were present in person on that particular matter.

### **Article III - Owners**

**Section 3.1. Annual Meeting.** The first annual meeting of the Owners shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be on the same day of the same month each year thereafter. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At these meetings, the Directors shall be elected by ballot of the Owners, in accordance with the provisions of Article II of the Bylaws. The Owners may transact such other business as may properly come before them at these meetings.

**Section 3.2. Budget Meetings.** Meetings of Owners to consider proposed budget shall be called in accordance with the Act. The budget may be considered at annual or special meetings called for other purposes as well.

**Section 3.3. Special Meetings.** Special meetings of the Association may be called by the President, by a majority of the members of the Board or by Owners comprising twenty percent (20%) of the votes in the Association.

**Section 3.4. Place of Meetings.** Meetings of the Owners shall be held within the Common Interest Community or may be adjourned to a suitable place convenient to the Owners, as may be designated by the Board or the President.

**Section 3.5. Notice of Meetings.** The secretary or other officer specified in the Bylaws shall cause notice of meetings of the Owners to be hand delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Owner, not less than ten (10) nor more than sixty (60) days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

**Section 3.6. Waiver of Notice.** Any Owner may, at any time, waive notice of any meeting of the Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

**Section 3.7. Adjournment of Meeting.** At any meeting of Owners, a majority of the Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

**Section 3.8. Order of Business.** The order of business at all meetings of the Owners shall be as follows:

- A. Roll call (or check-in procedure);
- B. Proof of notice of meeting;
- C. Reading of minutes of preceding meeting
- D. Reports;
- E. Establish number and term of memberships of the Board (if required and noticed);
- F. Election of inspectors of election (when required);
- G. Election of Directors of the Board (when required);
- H. Ratification of budget (if required and noticed);
- I. Unfinished business; and
- J. New business.

### **Section 3.9. Voting.**

- A. If only one of several owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the owners. Except as may otherwise be provided in the Articles or Declaration with respect to the Period of Declarant Control, there shall be one vote per Unit and fractional votes may not be cast. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another owner of the Unit, in which case such membership's vote shall not be counted.
  
- B. Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date, unless it specifies a shorter term.
  
- C. The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the Board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified to vote.

**Section 3.10. Quorum.** Except as otherwise provided in these Bylaws, the Owners present in person or by proxy at any meeting of Unit Owners, but no less than twenty percent (20%) of the members, shall constitute a quorum at that meeting.

**Section 3.11. Majority Vote.** The vote of a majority of the Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

## **Article IV - Officers**

**Section 4.1. Designation.** The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Board. The Board

may appoint an assistant treasurer, an assistant secretary and other officers as it finds necessary. The president and vice president, but no other officers, need to be Directors. Any two offices may be held by the same person, except the offices of president and secretary. The office of vice president may be vacant.

**Section 4.2. Election of Officers.** Other than the Vice-President/President-Elect, the Officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. All Officers shall hold office at the pleasure of the Board. The Vice -President/President-Elect shall serve a three-year term. The first year shall be as Vice-President. The second year shall be as President. The third year shall be as Ex-Officio Officer of the Association.

**Section 4.3. Removal of Officers.** Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board or at any special meeting of the board called for that purpose.

**Section 4.4. President.** The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Owners and of the Board. The president shall have all of the general powers and duties which are incident to the office of the president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to the power to appoint committees from among the Owners from time to time as the president may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.5. 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 Board shall appoint some other Director to act in the place of the president on an interim basis. The vice president shall also perform other duties imposed by the Board or by the president.

**Section 4.6. Secretary.** The secretary shall keep the minutes of all meetings of the Owners and the Board. The secretary shall have charge of the Association's books and papers and the Board may direct and shall perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Colorado. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.7. Treasurer.** The treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board and shall perform all the duties incident to the office of treasurer of a nonprofit

corporation organized under the laws of the State of Colorado. The treasurer may endorse on behalf of the Association, for collection only, check, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts as the Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the treasurer, and executed by two Directors, one of whom may be the treasurer if the treasurer is also a Director.

**Section 4.8. Agreements, Contracts, Deeds, Checks, etc.** Except as provided in Sections 4.4, 4.6, 4.7, and 4.9 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board.

**Section 4.9. Statements of Unpaid Assessments.** The treasurer, assistant treasurer, a manager employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify and execute statements of unpaid Assessments in accordance with Section 316 of the Act.

The Association may charge a reasonable fee for preparing statements of unpaid Assessments. The amount of this fee and the time of payment shall be established by resolution of the Board. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

## **Article V - Enforcement**

**Section 5.1. Abatement and Enjoinment of Violations by Unit Owners.** The violation of any of the Rules and regulations adopted by the Board or the breach of any provision of the Documents shall give the Board the right, after notice and hearing, except in the case of an emergency, in addition to any other rights set forth in these Bylaws:

- A. To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is existing and creating a danger to the Common Areas contrary to the intent and meaning of the provisions of the condominium documents. The Board shall not be deemed liable for any manner of trespass by this action; or
- B. to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any breach.

**Section 5.2. Fine for Violation.** By resolution, following notice and hearing, the Board may levy a per diem fine in an appropriate amount as determined by the Board in its sole discretion for

each day that a violation of the Documents or Rules persists after notice and hearing, but this amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

## **Article VI - Indemnification**

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Colorado Nonprofit Corporation Act, the provisions of which are incorporated by reference and made a part of this document.

## **Article VII - Records**

**Section 7.1. Records and Audits.** The Association shall maintain financial records. The cost of any audit shall be a Common Expense unless otherwise provided in the Documents.

**Section 7.2. Examination.** All records maintained by the Association or the Manager shall be available for examination and copying by any Owner, any holder of a security interest in a Unit, or its insurer or guarantor, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

**Section 7.3. Records.** The Association shall keep the following records;

- A. An account for each Unit, which shall designate the name and address of each Owner, the Unit, the amount of each Common Expense Assessment comes due, the amounts paid on the account and the balance due;
- B. An account for each Owner showing any other fees payable by the Owner;
- C. A record of any capital expenditures in excess of \$3,000.00 approved by the Board for the current and next two succeeding fiscal years;
- D. A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;
- E. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- F. The current operating budget of the Association adopted pursuant to Section 315(1) of the Act and ratified pursuant to the procedures of Section 303(4) of the Act;
- G. A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;
- H. A record of insurance coverage provided for the benefit of Owners and the Association;
- I. A record of any alterations or improvements to Units which violate any provisions of the Declarations of which the Board has knowledge;

- J. A record of any violations, with respect to any portion of the Project, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Board has knowledge;
- K. A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Areas;
- L. Balance sheets and other records required by local corporate law;
- M. Tax returns for state and federal income taxation;
- N. Minutes of proceedings of incorporators, Owners, Directors, committees of Directors and waivers of notice; and
- O. A copy of the most current versions of the Declaration, Bylaws, Rules and resolutions of the Board, along with their exhibits and schedules.

## **Article VIII - Miscellaneous**

**Section 8.1. Notices.** All notices to the Association or the Board shall be delivered to the office of the Manager or, if there is no Manager, to the office of the Association, or to such other address as the 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 8.2. Fiscal Year.** The Board shall establish the fiscal year of the Association.

**Section 8.3. 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 8.4. Office.** The principal office of the Association shall be at such place as the Board may from time to time designate.

**Section 8.5. Conflict in Documents.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the Case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between the Articles and the Declaration, the Declaration shall control.

**Section 8.6. Reserves.** As a part of the adoption of the regular budget, the 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 Areas that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Area improvements.

## Article IX – Amendments

**Section 9.1. Amendments.** Amendment(s) to these Bylaws may be proposed by Owners comprising 20%, or more, of the Owners in the Cragmont Estates Homeowners Association.

- A. The proposal shall be made in writing to the Cragmont Estates Homeowners Association Board of Directors.
- B. The proposal shall explicitly state the sections to be changed and the wording of the proposed change(s).
- C. The proposal shall be signed by all the Owners proposing the amendment(s).
- D. The amendment(s) proposed may be presented as a whole, individually or divided into logical groups. This division or grouping will determine the grouping for voting on the amendment(s).

**Section 9.2. Notification.** Upon receipt of the proposal defined in Section 9.1 above, the Cragmont Estates Homeowners Association Board of Directors shall cause copies of the proposal to be mailed to every Owner.

- A. The mailing shall include notice of a Special Meeting of the Owners that shall be scheduled by the Cragmont Estates Homeowners Association Board of Directors not less than twenty (20) days after the postmark on this mailing, nor more than sixty (60) days after receipt of the proposed amendment(s).
- B. The mailing shall include a Proxy form that is consistent with the proposal's divisions as described in Section 9.1, subsection D, above.
- C. The Cragmont Estates Homeowners Association Board of Directors shall duplicate the US Postal Service mailing including the necessary proxy form by email.

**Section 9.3. Meeting.** The Special Meeting to consider the Bylaw amendment(s) shall be conducted by the Cragmont Estates Homeowners Association Board of Directors in accordance with Article III, Section 3.8 of these Bylaws. The proposed amendment(s) shall be considered and voted upon under New Business.

- A. These Bylaws shall be amended by an affirmative vote of at least two thirds (2/3) of the Owners of the Cragmont Estates Homeowners Association.
- B. Owners may cast their vote at the meeting, or by providing a signed Proxy to another Owner attending the meeting, or by sending a signed Proxy to the Cragmont Estates Homeowners Association Board of Directors, or by sending an email version of the proxy to the secretary of the board by noon of the day of the meeting.

**Section 9.4.** No amendment to these Bylaws shall be contrary to or inconsistent with any provision of the Declaration. No amendment of the Bylaws of this Association shall be adopted which would affect or impair the validity or priority of any mortgage covering any Units or

which would change the provisions of the Bylaws with respect to institutional mortgages of record.

**ATTEST:** Certified to be the Bylaws adopted by consent of the Directors of Cragmont Estates Homeowners Association, dated May 17, 2006.

G F Anderson, III

Jeff Anderson  
Secretary / Treasurer

**History**

- Original Bylaws – December 8, 1999
- 1<sup>st</sup> Amendment – January 28, 2002
- 2<sup>nd</sup> Amendment – May 17, 2006