

**AMENDED AND RESTATED BYLAWS  
FOR  
CONIFER RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

**(Effective February 27, 2012)**

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**AMENDED AND RESTATED BYLAWS  
CONIFER RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is Conifer Ridge Property Owners Association, Inc., hereinafter referred to as the “Association” or the “CRPOA”. The CRPOA may be contacted at Post Office Box 124, Conifer, Colorado 80433. Meetings of Members and officers may be held at such time and place in Jefferson County as may be determined by the Board of Directors of the Association.

**ARTICLE II  
DEFINITIONS**

**Section 2.1** Act. “Act” shall mean the Colorado Common Interest Ownership Act, C.R.S. §38.33.3-101, *et seq.*, as such Act may be amended from time to time.

**Section 2.2** Annual Assessment. “Annual Assessment” shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 of the Declaration.

**Section 2.3** Association. “Association” shall mean the Conifer Ridge Property Owners Association, a Colorado nonprofit corporation, corporation organized to administer and enforce the covenants and to exercise the rights, powers and duties set forth in the Declaration and these Bylaws, its successors and assigns.

**Section 2.4** Board. “Board” shall mean and refer to the Board of Directors of the Association.

**Section 2.5** Common Areas. “Common Areas” shall mean all land within Conifer Ridge designated as Common Area by the Declaration, a plat or other recorded instrument and all land within Conifer Ridge for which the Association has been granted an easement or has been permitted to use. Common Areas shall also include, but not be limited to, areas shown on any recorded plat for Conifer Ridge as: (i) cisterns and fire access easements, (ii) utility easements and drainage easements, (iii) storm water detention ponds, and (iv) main entry sign and other sign locations as designated by the Board.

**Section 2.6** Declaration. “Declaration” shall mean the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Conifer Ridge Property Owners Association, Inc.

**Section 2.7** Government Mortgage Agencies. “Government Mortgage Agencies” shall mean the FHA, the VA, the FHLMC, the GNMA, the FNMA, or any similar entity, public or private, authorized, approved, or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans.

**Section 2.8** Lot. “Lot” shall mean any area of real property within Conifer Ridge designated as a Lot on any subdivision plat recorded or approved by the original Declarant. There are 32 Lots in Conifer Ridge.

**Section 2.9** **Maintenance Charges.** “Maintenance Charges” shall mean any and all costs assessed against an Owner’s Lot and to be reimbursed to the Association for work done pursuant to Section 5.2 and Section 5.3 of the Declaration and fines, penalties and collection costs incurred in connection with delinquent assessments pursuant to Section 4.6 of the Declaration.

**Section 2.10** **Member.** “Member” shall mean any person holding a membership in the Association.

**Section 2.11** **Owner.** “Owner” shall mean (when so capitalized) and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Conifer Ridge, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### **ARTICLE III MEMBER MEETINGS**

**Section 3.1** **Annual Meetings.** An annual meeting of the Members shall be held during each of the Association’s fiscal years between October 1 and November 15, at such time, date and place as determined by the Board. At these meetings, the directors shall be elected by the Members, in accordance with the provisions of the Bylaws. The Members may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not affect the validity of any corporate action and shall not be considered a forfeiture or dissolution of the Association.

**Section 3.2.** **Budget Ratification Meetings.** Meetings to consider proposed budgets shall be called in accordance with the Act. The Act’s budget process allows for a veto by a percentage of the membership of a proposed budget adopted by the Board of Directors. The Act’s budget process to be followed is as follows:

(a) effective the first full fiscal year after these Bylaws are adopted and become effective, and for each year thereafter, the Board of Directors of the Association is to prepare and approve a proposed budget at least annually;

(b) within 90 days after the Board of Directors adopts the proposed budget, or such longer time as allowed by the Act, the Board of Directors shall send (via e-mail, U.S. mail or delivery service) a summary of the proposed budget to those entitled to vote and set a date for a special or annual meeting to consider ratification of the proposed budget;

(c) at the meeting, unless Owners of at least 17 Lots vote to disapprove proposed budget, the proposed budget is ratified and becomes the approved budget of the Association;

(d) a quorum is not required at the meeting if the meeting is only a budget meeting. If the meeting is also an annual or special meeting at which other business will be conducted, a quorum is required for other business to be conducted at the annual or special meeting, but not for ratification of the budget; and

(e) in the event the proposed budget is rejected by a majority vote, the budget last ratified is continued until such time as a subsequent budget proposed by the Board of Directors is ratified.

**Section 3.3 Special Meetings.** Special meetings of the Members may be called by the president, by a majority of the members of the Board of Directors, or by the secretary upon receipt of a written petition signed by Owners comprising at least 20 percent of the votes of the Association (*i.e.*, Owners of at least seven Lots). Any such written petition by the Owners must identify the special meeting purpose on each page of the petition which must be a purpose for which the Association membership is authorized to act under the Declaration or Bylaws. The form of notice, and the date, time and place of the meeting shall be determined by the Board of Directors. If a notice for a special meeting demanded pursuant to a proper petition is not given by the secretary within 30 days after the date the written demand(s) is delivered to the secretary, the person(s) signing the demand(s) may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws. Any meeting called under this section shall be conducted by the president of the Board, or in his/her absence, a person chosen by a majority of the Board.

**Section 3.4 Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing or e-mailing a copy of such notice no less than 10 nor more than 50 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 3.5 Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 20 percent of the votes of the Members (*i.e.*, Owners of at least seven Lots) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 3.6 Proxies.** At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at or prior to the meeting. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot. A proxy is void if it is not dated and the date must be no more than 60 days prior to the meeting.

**Section 3.7 Waiver of Notice.** Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Any Member may waive, in writing, any notice of any membership meeting either before or after such meeting. Attendance at a meeting by a Member, whether in person or represented by proxy, shall be deemed waiver by such Member of improper notice of the date, time and location thereof and of any specific business being conducted at such meeting, unless such Owner specifically objects to improper notice at the time the meeting is called to order or the Member objects to improper notice of the specific business before the business is put to a vote.

**Section 3.8 Voting Procedures.**

(a) Votes for contested positions on the Board of Directors shall be taken by secret ballot.

(b) At the discretion of the Board or upon request of 20 percent of the Lot Owners who are present in person or by proxy at a meeting at which a quorum is present, a vote on any matter

affecting the Association on which all Lot Owners are entitled to vote shall be by secret ballot.

(c) Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Lot Owners who are selected or appointed at an open meeting by the president or another Member presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without reference to Owners' names, addresses, or other identifying information.

(d) Voting may be by voice, by show of hands, by consent, by mail, by e-mail, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by a majority of the Members present at a meeting; provided, however, if secret balloting is required, the means of voting must protect the secrecy of the ballot.

**Section 3.9 Voting by Mail or E-Mail in Lieu of a Meeting.**

(a) In case of a vote by mail or e-mail in lieu of a meeting, the secretary shall send (via e-mail, U.S. mail or delivery service) written notice to all Members at each Member's address as it appears in the records of the Association given for notice purposes. The notice shall include: (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that Members are entitled to vote by mail or e-mail for or against such proposal, (iii) a date at least 10 days after the date such notice shall have been given, on or before which all votes must be received at the office of the Association at the address designated in the notice, and (iv) the number of votes which must be received to meet the quorum requirement and the percentage of votes received needed to carry the vote. Voting by mail or e-mail shall be acceptable in all instances in the Declaration, Articles or these Bylaws requiring the vote of Members at a meeting.

(b) The Association may conduct elections of directors by mail or e-mail, in its sole discretion, and pursuant to procedures adopted by it; provided however, that any procedures adopted shall provide for notice to Members of the opportunity to run for a vacant position and/or nominate any Member of the Association for a vacant position, subject to the nominated Member's consent, and provided that a system is established to maintain the secrecy of ballots in contested elections as required by the Act.

**ARTICLE IV  
BOARD OF DIRECTORS, SELECTION, AND TERM OF OFFICE**

**Section 4.1 Number.** The affairs of the Association shall be managed by a Board of three Directors, who shall be Members of the Association. Co-Owners of the same Lot may not serve on the Board at the same time.

**Section 4.2 Term of Office.** At each annual meeting, the Members shall elect one director for a term of three years.

**Section 4.3 Removal.** Any director may be removed from the Board, with or without cause, by the vote of 67 percent of the Members present and entitled to vote at any meeting of the Owners at which a quorum is present. Notice of any meeting of the Members to remove directors shall state that the purpose of the meeting, or a portion of that meeting, is to remove one or more directors. Notice shall be provided to every Member of the Association, including the directors sought to be removed, as provided in these Bylaws. Directors sought to be removed shall have the right to be present at this meeting and

shall be given the opportunity to speak to the Members prior to a vote to remove being taken. In the event of removal of one or more directors, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his/her predecessor.

**Section 4.4. Vacancies.** Vacancies on the Board caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining Board at any time after the occurrence of the vacancy, even though the directors present at that meeting may constitute less than a quorum. Each person so appointed shall be a director who shall serve for the remainder of the unexpired term.

**Section 4.5 Compensation.** Before any director shall receive compensation for any service he/she may render to the Association, the director shall make full disclosure of the personal benefit and the payment of compensation shall be subject to Board approval. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties. These expenses are also subject to Board approval.

**Section 4.6 Action Taken Without A Meeting.** The directors shall have the right to take any action in the absence of a meeting, which they could otherwise have taken at a meeting if a notice stating the action to be taken and the time by which a director must respond is transmitted in writing to each Member of the Board and each Member of the Board, by the time stated in the notice:

- (a) votes in writing for such action; or
- (b) votes in writing against such action, abstains in writing from voting, or fails to respond or vote and fails to demand that action be at a meeting.

The action shall be authorized if the number of directors voting in favor of the action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the directors then in office were present and voted. An abstention shall not be deemed to be a vote in favor or against an action. Any action taken under this section shall have the same effect as though taken at a Board meeting. All signed written instruments necessary for any action taken pursuant to this section shall be filed with the minutes of the meetings of the Board. Action taken pursuant to this section has the same effect as action taken at a meeting of directors.

## ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

**Section 5.1 Nomination.** Nomination for election to the Board of Directors shall be made by a nominating individual or committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman and one other Member of the Association and may include a member of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members of the Association.

**Section 5.2 Election.** Election to the Board of Directors shall be by secret written ballot if the election is contested. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



**ARTICLE VI  
DIRECTOR MEETINGS**

**Section 6.1**     **Regular Meeting.** Regular meetings of the Board of Directors may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 6.2**     **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

**Section 6.3**     **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 7.1**     **Powers.** The Board of Directors shall have power to:

**(a)**     adopt and publish rules and regulations governing the use of any Common Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

**(b)**     suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for other infractions of the Declaration or published rules and regulations;

**(c)**     exercise for the Association all powers and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

**(d)**     declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board of Directors; and

**(e)**     employ an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 7.2**     **Duties.** It shall be the duty of the Board of Directors to:

**(a)**     cause to be kept minutes of meetings to reflect a complete record of all its acts and corporate affairs;

**(b)**     exercise for the Association all duties vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or

the Declaration;

(c) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(d) as more fully provided in the Declaration, to:

(i) adopt and amend budgets for annual and special assessments subject to any requirements of the Declaration and the Bylaws; and

(ii) send (via e-mail, U.S. mail or delivery service) notice of each annual assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;

(e) issue, or to cause an appropriate officer to issue a certificate setting forth whether or not any assessment or charge has been paid as provided for in the Act and the Declaration. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment or charge has been paid, such certificate shall be conclusive evidence of such payment;

(f) procure and maintain liability and hazard insurance where reasonably necessary on property owned or maintained by the Association;

(g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) cause the Common Areas to be maintained; and

(i) administer the requirements of the water augmentation plan.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

**Section 8.1** **Enumeration of Officers.** The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may, from time to time, create by resolution.

**Section 8.2** **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Within five days following that meeting, the Board shall notify Members of the result of the election.

**Section 8.3** **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one year, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 8.4** **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 8.5** **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any

later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 8.6** **Vacancies**. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**Section 8.7** **Multiple Offices**. The offices of vice president, secretary and treasurer may be held by the same person. The president may not hold any other office.

**Section 8.8** **Duties**. The duties of the officers are as follows:

(a) **President**. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall co-sign all promissory notes; and shall execute financial documents that have been approved by the Board or the Association.

(b) **Vice President**. The vice president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) **Secretary**. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board to the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer**. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and send (via e-mail, U.S. mail or delivery service) a copy of each to the Members.

## ARTICLE IX PERSONAL LIABILITY

**Section 9.1** **Indemnification**. Every director, officer, employee and agent of the Association shall be indemnified to the full extent allowed under the Colorado Nonprofit Corporation Code against liability to pay a judgment, settlement, penalty, fine or reasonable expense incurred with respect to a proceeding when such individuals are made a party to the proceeding because of the individual's business status with the Association if:

(a) the individual's actions were in good faith;

(b) the individual reasonably believed:

(i) in the case of actions in an official capacity with the Association that the actions were in the Association's best interests; or

(ii) in all other cases, that the actions were at least not opposed to the Association's best interests; and

(c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the actions were unlawful.

**Section 9.2 Limitations on Personal Liability.** Pursuant to the Colorado Nonprofit Corporation Code, no officer or director shall be personally liable for any injury to person or property arising out of a tort committed by an employee unless such officer or director was personally involved in the situation giving rise to the litigation or unless such officer or director committed a criminal offense. The protection afforded in this section shall not restrict other common law protections and rights that an officer or director may have. This section shall not restrict the Association's right to eliminate or limit the personal liability of a director to the Association or to its Members for monetary damages for breach of fiduciary duty as a director.

## **ARTICLE X COMMITTEES**

The Board of Directors shall appoint a Design Review Board, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE XI BOOKS AND RECORDS**

**Section 11.1 Books and Records.** The Association shall keep the following records:

(a) financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Act;

(b) minutes of Membership meetings, minutes of Board meetings, a record of all actions taken by the Owners or Board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Owners and of the Board or any committee of the Board shall be kept as permanent records;

(c) a record of Owners in a form that permits preparation of a list of names and addresses of all Owners, showing the number of votes each Owner is entitled to vote;

(d) the Articles of Incorporation, Declaration, Covenants, Bylaws, and resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners;

(e) written communications within the past three years to Members generally as Owners;

(f) a list of the names and business or home addresses of its current directors and officers;

(g) its most recent annual report, if any; and

(h) all financial audits or reviews conducted pursuant to the Colorado Common Interest Ownership Act during the immediately preceding three years.

**Section 11.2 Disclosure of Records.**

(a) The Association shall provide written notice to all Members of a change in the Association's address, designated agent, or managing agent within 90 days of the change.

(b) The Association shall make the following information available to Members within 90 days of the end of the fiscal year:

(i) the date on which the fiscal year begins;

(ii) the operating budget for the current fiscal year;

(iii) a list, by Lots, of the current regular and special assessments;

(iv) the annual financial statements, including any amounts held in reserve for the prior fiscal year;

(v) the results of the most recent available financial audit, if any;

(vi) a list of the Association's insurance policies, including the insurer's name, policy limits, policy deductibles, additional named insureds, and expiration dates for each policy;

(vii) the Association's Bylaws, Articles of Incorporation, and rules and regulations;

(viii) minutes of Board meetings and Member meetings for the prior fiscal year; and

(ix) The Association's responsible governance policies as required by the Act.

Such information may be posted on a website, kept in a binder or file at the Association's principal place of business, mailed or e-mailed to Members, or personally delivered to Members. The Association shall send notice of the availability of such information to each Member within 90 days of the end of the fiscal year. If the information is posted on a website, the Association must send notice to the Members of the web address via first class mail or e-mail.

**Section 11.3 Inspection.** Notwithstanding any other provision, the books, records and papers of the Association shall be subject to inspection and copying by any Member, at the Member's expense, for any proper purpose, except documents determined by the Board to be confidential pursuant to a written policy or applicable law. The right to inspection shall be subject to any reasonable rules adopted by the Board of Directors requiring advance notice of inspection, specifying hours and days of the week during which inspection will be permitted, establishing a reasonable maximum time limit for any inspection session, and establishing reasonable fees for any copies requested.

**ARTICLE XII  
ASSESSMENTS AND CHARGES**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and maintenance charges which are secured by a continuing lien upon the Lot against which the assessment or charge is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

**ARTICLE XIII  
AMENDMENTS**

**Section 13.1** These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of Members (*i.e.*, 17 Lots).

**Section 13.2** In the case of any conflict between the Articles of Incorporation and these Bylaws or the Declaration, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Section 13.3** The Association may later adopt standard provisions as required by Government Mortgage Agencies in order to enable those agencies to underwrite certain types of loans within Conifer Ridge subdivision. The provisions would in general be protective of the agencies' security interests.

**ARTICLE XIV  
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

**ARTICLE XV  
COMMUNICATION AND MATERIAL DELIVERY**

The primary means of communication with the Owners regarding meeting notices, assessments, periodic updates and other correspondence will be by e-mail. Owners may waive any requirements for delivery of such information by U.S. mail or hand delivery by signing a "Request to Receive Notice by e-mail" form and giving that form to the secretary of the Association. To the extent possible, Association notices and documents will be delivered electronically (as attachments) or posted on the CRPOA website. Owners may request printed copies of such Association notices and documents. It is the responsibility of each Owner to notify the secretary of the Association of changes in his/her preferred e-mail or mailing address.

**REVISED AND APPROVED** by the CRPOA, February 27, 2012.

**CONIFER RIDGE PROPERTY OWNERS  
ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By: (signed)  
Jesse Young  
President

By: (signed)  
Robert Schramm  
Vice President

By: (signed)  
Michael Swenson  
Secretary

**Conifer Ridge Property Owners Association, Inc.**

**Request to Receive Notice by E-Mail**

I hereby authorize the Conifer Ridge Property Owners Association, Inc. ("Association") to send me the following by e-mail at the e-mail address provided below:

1. all notices of regular and special Member meetings required by Article III, Section 3.4 of the Bylaws;
2. general notices and correspondence to owners, including annual budget information, agendas, notice of Board meetings, general community updates, and similar matters; and
3. the annual assessment notice.

I hereby waive any right to receive such notices by regular U.S. mail. I understand that correspondence from the Association to me related to a delinquency, covenant violation or other specific matter may still be sent by regular U.S. mail.

I further understand that it is my responsibility to advise the Association of any changes in my e-mail address.

E-mail address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Thank you for assisting Conifer Ridge in saving paper and mailing costs.*