

**BYLAWS  
OF  
THE COPPER HILL HOMEOWNERS ASSOCIATION, INC.**

**I. - INTRODUCTION**

These are the Bylaws of The Copper Hill Homeowners Association, Inc. ("Association") that shall operate under the Colorado Revised Nonprofit Corporation Act, as amended, and the Colorado Common Interest Ownership Act, as amended ("Act"). Except as otherwise provided herein, the definitions of capitalized terms herein shall be the same as provided in the Common Interest Community Declaration of Copper Hill, a Planned Community.

**II. - BOARD OF DIRECTORS**

**A. Number and Qualification -- Termination of Declarant Control.**

1. The affairs of the Copper Hill planned community and the Association shall be governed by a board of directors (the "Board") that shall consist of three (3) persons. The majority of directors, excepting the directors appointed by the Declarant, shall be Owners. 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 that are not inconsistent with these Bylaws or the Colorado Revised Nonprofit Corporation Act for conducting the elections.

2. The Declaration shall govern appointment of directors of the Board during the period of Declarant control.

3. The Board shall elect the officers. The directors and officers shall take office upon election.

4. The Board shall serve without compensation.

5. 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 fifty (50) days' notice to the Owners for this purpose. This meeting may be called and the notice given by any Owner if the Association fails to do so.

**B. Powers and Duties.**

The Board shall have, in addition to those rights and powers established in the Declaration and subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Copper Hill planned community, including but not limited to the following powers and duties:

1. Adopt and amend Bylaws and Rules and Regulations ("Rules");

2. Adopt and amend budgets for revenues, expenditures and reserves;
3. Levy and collect Common Expense Assessments from Owners;
4. Hire and discharge managing agents;
5. Hire and discharge employees, independent contractors and agents other than the Manager;
6. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Association's Declaration, Bylaws or Rules ("Association Documents") in the Association's name, or on behalf of the Association or two or more Owners, on matters affecting the Copper Hill planned community;
7. Make contracts and incur liabilities;
8. Regulate the use, maintenance, repair, replacement and modification of Common Elements;
9. Cause additional improvements to be made as a part of the Common Elements;
10. 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;
11. Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions through or over the Common Elements;
12. Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections 202(1)(b) and (d) of the Act;
13. Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for a violation of the Declaration, Bylaws, Rules of the Association;
14. Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid assessments;
15. Provide for the indemnification of the Association's officers, directors and the Board and maintain directors' and officers' liability insurance;
16. Exercise any other powers conferred by the Declaration or Bylaws;
17. Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

18. Exercise any other power necessary and proper for the governance and operation of the Association; and

19. 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.

C. Manager.

The Board may employ a Manager for the Copper Hill planned community, at a compensation rate 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 II.B., Subdivisions 3, 5 and 8. 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.

If the Board delegates powers relating to the collection, deposit, transfer or disbursement of Association funds to a Manager or other persons, that Manager or other persons shall:

1. maintain fidelity insurance coverage or a bond in an amount not less than the amount required pursuant to the Declaration;
2. maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Manager or other persons, and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and
3. cause to be prepared, by the Manager, a public accountant or a certified public accountant, and present to the Association an annual accounting for Association funds and a financial statement.

The Association's contract with a Manager shall be terminable for cause without penalty to the Association. Any such contract shall be subject to renegotiation.

D. Removal of Directors.

The Owners, by a vote of sixty-seven percent (67%) of the vote of the Owners at any meeting 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. The Declarant may, at any time and for any or no reason, remove any director it has appointed without Owner consent.

E. 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:

1. As to vacancies of directors whom Owners other than the Declarant elected, by a majority of the remaining elected directors constituting the Board; and
2. 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.

F. 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 quorum 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.

G. Special Meetings.

Special meetings of the Board may be called by the President or by a majority of the directors on not less than twenty-four (24) hours' notice to each director. The notice shall be hand delivered or sent prepaid by U.S. mail and shall state the time, place and purpose of the meeting.

H. Location of Meetings.

All meetings of the Board shall be held at the Association office of the Copper Hill community unless all directors consent in writing to another location.

I. 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.

J. 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 those 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.

K. Consent to Corporate Action.

Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if each Director in writing either (a) votes for such action, or (b) votes against such action or abstains from voting and waives the right to demand that a meeting be held. Action is taken under this section only if the affirmative vote for such 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.

L. 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 that director were present in person on that particular matter.

M. Proxy.

Voting by proxy shall be permitted; *provided, however*, that the proxy is granted in writing to another Director who attends the meeting, and the proxy is limited to a vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy.

### **III. - OWNERS/MEMBERS**

A. Annual Meeting.

Annual meetings of Owners shall be held at such date set forth in the notice of the meeting. 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 other business as may properly come before them at these meetings.

B. Budget Meeting.

Meetings of the Owners to consider proposed budgets shall be called in accordance with the Act. The budget may be considered at Annual or Special Meetings called for other purposes as well.

C. 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.

D. Place of Meetings.

Meetings of the Owners shall be held at the Association's principal office or may be adjourned to a suitable place convenient to the Owners, as may be designated by the Board or the President.

E. Notice of Meetings.

1. The Secretary or other officer specified by the Board 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 fifty (50) days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

2. The Association may additionally provide notices and agendas in electronic form, by posting on a web site or otherwise, in addition to printed form. If such electronic means are available, the Association shall provide notice of all regular and special meetings of Unit Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four (24) hours before the meeting. In addition, notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable.

F. 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.

G. 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.

## H. Order of Business.

The order of business at all meetings of the Owners shall be as follows:

1. Roll call (or check-in procedure);
2. Proof of notice of meeting;
3. Reading of minutes of preceding meeting;
4. Reports;
5. Establish number and term of memberships of the Board (if required and noticed);
6. Election of Directors of the Board (when required);
7. Ratification of budget (if required and noticed);
8. Unfinished business; and
9. New business.

## I. Voting.

1. If only one of several owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to the Unit. If more than one of the Owners is present, the vote allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is a majority agreement if any one of the Owners casts the vote allocated to the Unit without protest being made promptly to the person presiding over the meeting by another Owner of the Unit.

2. The vote allocated to a Unit may be cast under a proxy duly executed by an 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. An 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 eleven (11) months after its date, unless it specifies a shorter term.

3. 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 to the Board of a specific designated person. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice to the Board of the designation of a specific person by the owning partnership. The vote of a limited liability company may be cast by any manager of the owning limited liability company in the absence of express notice to the Board of the designation of a specific person by the owning limited liability company. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership, business trust or limited liability company owner is qualified to vote.

4. Votes allocated to a Unit owned by the Association may not be cast.

5. Votes for contested positions on the Board shall be taken by secret ballot. At the discretion of the Board, or upon the request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any

matter affecting the common interest community on which all Unit Owners are entitled to vote shall be by secret ballot. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person 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 any vote taken by secret ballot shall be reported without reference to names, addresses, or other identifying information of Owners participating in such vote.

J. Quorum.

Except as otherwise provided in these Bylaws or the Declaration, Owners present in person or by proxy at any meeting of Owners holding at least twenty percent (20%) of the vote in the Association shall constitute a quorum at that meeting.

K. Majority Vote.

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

L. Attendance.

All meetings of the Association and Board are open to every Unit Owner of the Association, or to any person designated by a Unit Owner in writing as the Unit Owner's representative. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Owners or their designated representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on those persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue.

#### **IV. - OFFICERS**

A. Designation.

The principal officers of the Association shall be the 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 must be a director. Any two offices may be held by the same person, except the offices of president and secretary.

B. Election of Officers.

The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. They shall hold office at the pleasure of the Board.

C. 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.

D. 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 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, and others as permitted in the Declaration, 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 of 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.

E. 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 as 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.

F. 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, checks, 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 or in prudent investments, 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 the Directors, one of whom may be the treasurer if the treasurer is also a director.

G. Agreements, Contracts, Deeds, Checks, etc.

Except as otherwise provided in 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.

H. Statements of Unpaid Common Expense 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 Common Expense Assessments, in accordance with Section 316 of the Act and Section 15 of the Declaration.

The Association may charge a fee of Fifty-Five Dollars (\$55.00) (One Hundred and Ten Dollars (\$110.00) for certificates or statements to be furnished upon less than twenty-four (24) hours' notice) for preparing certificates or statements of unpaid Common Expense Assessments. Said fee may be adjusted from time to time by resolution of the Board. Any unpaid fees may be assessed as a default assessment against the Unit for which the certificate or statement is furnished.

If an account has been turned over to the Association's attorney, a request for a statement of unpaid Common Expense Assessments with respect to such account may be handled through the attorney.

## **V. - ENFORCEMENT**

A. Unpaid Common Expense Assessments.

The Association hereby adopts the following policies and procedures for the collection of Common Expense Assessments and other charges of the Association. Failure of the Association to comply with any provision in this Article V shall not be deemed a defense to payment of any Common Expense Assessment, charge, or cost of enforcement.

1. *Due Dates.* The monthly installments of the Common Expense Assessments, as determined by the Association, shall be due and payable on the first day of each month. Common Expense Assessments or other charges not paid in full to the Association within five (5) days of the due date shall be considered past due and delinquent. Common Expense Assessments or other charges not paid in full to the Association within five (5) days of the due date shall incur late charges and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the Unit shall also be charged any costs of enforcement incurred by the Association in giving notice of such acceleration.

2. *Receipt Date.* The Association shall post payments on the day that the payment is received in the Association's or Manager's office.

3. *Late Charges on Delinquent Installments.* The Association shall impose on a monthly basis a late charge of Twenty Dollars (\$20.00) for each Owner who fails to timely pay said Owner's monthly installment of any Common Expense Assessments within five (5) days of the due date. The Association shall impose interest from the date due at a rate equal to eighteen percent (18%) per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the Common Expense Assessments within five (5) days of the due date.

4. *Personal Obligation.* The late charge shall be the personal obligation of the Owner(s) of the Unit for which such Common Expense Assessment installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of Common Expense Assessments.

5. *Return Check Charges.* In addition to any and all charges imposed under the Declaration, these Bylaws, and the Rules of the Association, a fee of Twenty-Five Dollars (\$25.00) or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the Unit for which payment was tendered to the Association. This return check charge may be in addition to any late charges or other costs of enforcement charged to the Owner.

If two (2) or more of an Owner's checks are returned unpaid by the bank within any calendar year, the Association may require that all of said Owner's future payments, for a period of one year, be made by certified check or money order. Any returned check shall cause an account to be past due if full payment of the monthly installment of the Common Expense Assessments is not timely made within five (5) days of the due date.

6. *Costs of Enforcement.* The Association is entitled to recover the costs of enforcement incurred by the Association in the collection of Common Expense Assessments or other charges due the Association from a delinquent Owner. Costs of enforcement shall be due and payable immediately when incurred, upon demand.

7. *Application of Payments.* All sums collected on a delinquent account that has been turned over to the Association's attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's Unit (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, the Articles, Bylaws, and Rules of the Association, prior to application of the payment to any Common Expense Assessments due or to become due with respect to such Owner.

8. *Delinquent Account Referrals.* Upon referral of a delinquent account to the Association's attorney, the attorney shall take all appropriate action to collect the account referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a balance of Zero Dollars (\$0.00), or is written off by the Association. Subject to Section V.A.9. hereinbelow, the Association's attorney, in consultation with the Manager, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including but not limited to:

- (a) Filing of a suit against the delinquent Owner for a money judgment;
- (b) Instituting a judicial foreclosure action of the Association's lien;
- (c) Filing necessary claims, documents and motions in bankruptcy court in order to protect the Association's interests; and
- (d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

9. *Collection Process.* After an installment of a Common Expense Assessment or other charge due to the Association becomes more than thirty (30) days delinquent, the Manager shall send a written notice ("First Notice") of non-payment, the amount past due, notice that interest and late fees have accrued and a request for immediate payment.

After an installment of a Common Expense Assessment or other charge due to the Association becomes more than sixty (60) days delinquent, the Manager shall send a second written notice ("Second Notice") of non-payment, the amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.

After an installment of a Common Expense Assessment or other charge due to the Association becomes more than ninety (90) days delinquent, the Manager shall turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorney shall file a lien and send a letter to the delinquent Owner demanding immediate payment of all past due Common Expense Assessments and other charges due.

Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees, together with the cost of the action and any applicable interest and late charges.

In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

10. *Acceleration/Deceleration of Common Expense Assessments.* The Board may accelerate and call due the entire unpaid Common Expense Assessments on any delinquent

account. Such acceleration shall result in the entire unpaid Common Expense Assessments being due to the Association immediately. The Board also reserves the right to decelerate any such accelerated Common Expense Assessments.

11. *Bankruptcies and Foreclosures.* Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Unit within the Association, the Manager shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

12. *Appointment of a Receiver.* The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of Common Expense Assessments. A receiver is a disinterested person, appointed by the court, who manages the rental of the Unit, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current Common Expense Assessments, reduce past due Common Expense Assessments, and prevent the waste and deterioration of the Unit.

13. *Judicial Foreclosure.* The Association may choose to foreclose on any Common Expense Assessment lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all Common Expense Assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

14. *Waivers.* The Board is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board shall determine appropriate under the circumstances.

15. *Communication with Owners.* All communication with a delinquent Owner shall be handled through the Association's attorney once the matter has been referred to the attorney. Neither the Manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

B. Abatement.

The violation of any of the Rules adopted by the Board or the breach of any provisions of the Association Documents shall give the Board the right, after Notice and Hearing (as provided in the Declaration), except in case of an emergency, in addition to any other rights set forth in these Bylaws, the Rules and the Declaration:

1. To enter the Unit or Limited Common Element 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 Elements or another Unit contrary to the intent and meaning of the provisions of the Association Documents. The Board shall not be deemed liable for any manner of trespass by this action; or

2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

C. Fine for Violation.

Pursuant to the procedures set forth in the Rules, the Board may levy fines for violations of the Association Documents.

D. Notice and Hearing.

Except as otherwise expressly stated in the Association Documents, the Board shall not impose a fine, suspend voting rights, or infringe upon other rights of a member for violations of Rules or of the other Association Documents unless the Notice and Hearing procedures set forth in the Declaration is followed; provided, however, such procedures shall not be necessary in order to impose any sanction or penalty, or pursue any remedy, for nonpayment of Common Expense Assessments.

## VI. - INDEMNIFICATION

A. Actions Other Than By or in the Right of the Association.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Board or officer of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

B. Actions By or in the Right of the Association.

The Association shall indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such person is or was a member of the Board or officer of the Association or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and

costs) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner which he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty in the Association unless, and to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses if such court deems proper.

C. Successful on the Merits.

To the extent that a member of the Board or any manager, officer, project manager, employee, fiduciary or agent of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in paragraphs A. or B. of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred him or her in connection therewith.

D. Determination Required.

Any indemnification under paragraphs A. or B. of this Article VI (unless ordered by a court) and as distinguished from paragraph C. of this Article VI, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the member of the Board or officer is proper in the circumstances because such individual has met the applicable standard of conduct set forth in paragraphs A. or B. above. Such determination shall be made by the Board by majority vote of a quorum consisting of those members of the Board who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board shall provide a copy of its written opinion to the officer or Board member seeking indemnification upon request.

E. Payment in Advance of Final Disposition.

The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board or officer who is a party to a proceeding in advance of final disposition of the proceeding if (i) the member of the Board or officer furnishes to the Association a written affirmation of the Board member's good faith belief that said Board member has met the standard of conduct described in paragraphs A. or B. of this Article VI; (ii) the Board member or officer furnishes to the Association a written understanding, executed personally or on the Board member's or officer's behalf to repay the advance if it is ultimately determined that the Board member or officer did not meet the standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph E. shall

be an unlimited general obligation of the Board but need not be accepted by the Board member or officer or may be accepted without reference to financial ability to make repayment.

F. No Limitation of Rights.

The indemnification provided by this Article VI shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board, or otherwise, nor by any rights which are granted pursuant to the Act and the Colorado Revised Nonprofit Corporation Act. Upon a vote of the Board, the Association may also indemnify a member appointed by the Board to serve on a committee (when such committee member is not also a member of the Board) upon such terms and conditions as the Board shall deem just and reasonable.

G. Directors and Officers Insurance.

The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board or an officer of the Association against any liability asserted against said Board member or officer of the Association and incurred by such individual in any such capacity or arising out of said individual's status as such, whether or not the Association would have the power to indemnify such individual against such liability under provisions of this Article VI.

## **VII. - BOOKS AND RECORDS**

A. The Association shall keep as permanent records minutes of all meetings of Unit Owners and the Board, a record of all actions taken by the unit 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 Unit Owners and of the Board or any committee of the Board.

The Association or its agent shall maintain a record of Unit owners in a form that permits preparation of a list of the names and addresses of all Unit Owners, showing the number of votes each Unit Owner is entitled to vote.

The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time

All financial and other records shall be made reasonably available for examination and copying by any Unit Owner and such Owner's authorized agents.

The Association may charge a fee, which may be collected in advance but shall not exceed the Association's actual cost per page, for copies of Association records.

As used in this section, "reasonably available" means available during normal business hours, upon notice of five (5) business days, or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request, to the extent that:

- (a) the request is made in good faith and for a proper purpose;
- (b) the request describes with reasonable particularity the records sought and the purpose of the request; and
- (c) the records are relevant to the purpose of the request.

In addition to the records specified above in this section, the Association shall keep a copy of each of the following records at its principal office:

- (a) its Articles of Incorporation;
- (b) the Declaration;
- (c) its Bylaws;
- (d) resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Unit Owners or any class or category of unit owners;
- (e) the minutes of all Unit Owners' meetings, and records of all action taken by Unit Owners without a meeting, for the past three (3) years;
- (f) all written communications within the past three (3) years to Unit Owners generally as Unit Owners;
- (g) a list of the names and business or home addresses of its current directors and officers;
- (h) its most recent annual report, if any; and
- (i) all financial audits or reviews conducted pursuant to CRS Section 38-33.3-303(4) during the immediately preceding three (3) years.

B. Within ninety (90) days after assuming control from the Declarant pursuant to CRS Section 38-33.3-303(5), the Association shall provide to all Unit Owners a written notice stating the name of the Association; the name of the Association's designated agent or management company, if any; and a valid physical address and telephone number for both the Association and the designated agent or management company, if any. The notice shall also include the name of the common interest community, the initial date of recording of the Declaration, and the reception number or book and page for the main document that constitutes the Declaration. If the Association's address, designated agent, or management company changes, the Association shall provide all unit owners with an amended notice within ninety (90) days after the change.

C. Within ninety (90) days after assuming control from the Declarant pursuant to CRS Section 38-33.3-303(5), the Association shall make the following information available to Unit Owners upon reasonable notice:

- (a) the date on which its fiscal year commences;
- (b) its operating budget for the current fiscal year;
- (c) a list, by Unit type, of the Association's current assessments, including both regular and special assessments;
- (d) its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (e) the results of its most recent available financial audit or review;
- (f) a list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed;
- (g) all the Association's Bylaws, Articles of Incorporation and Rules and Regulations;
- (h) the minutes of the executive board and member meetings for the fiscal year immediately preceding the current annual disclosure.

D. It is the intent of this Article VII to allow the Association the widest possible latitude in methods and means of disclosure, while requiring that the information be readily available at no cost to Unit Owners at their convenience. Disclosure shall be accomplished by one of the following means: posting on an internet web page with accompanying notice of the web address via first-class mail or e-mail; the maintenance of a literature table or binder at the Association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a Common Expense.

E. At the discretion of the Board, the books and records of the Association shall be subject to an audit using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the Board. Such person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study, the audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

An audit shall be required under this paragraph E only when both of the following conditions are met:

(a) the Association has annual revenues or expenditures of at least Two Hundred Fifty Thousand Dollars (\$250,000.00); and

(b) an audit is requested by the owners of at least one-third (1/3) of the units represented by the Association.

A review shall be required under this paragraph E only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association.

Copies of an audit or review under this paragraph E shall be made available upon request to any unit owner beginning no later than thirty (30) days after completion thereof.

## **VIII. - MISCELLANEOUS**

### **A. 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 and to all holders of security interests in the Units who have notified the Association that they hold a security interest in a Unit. Except as otherwise provided herein or in the Declaration, all notices to any Owner shall be sent to the Owner's address as it appears in the records of the Association. All notices to holders of security interests in the Units shall be sent, except where a difference manner of notice is specified elsewhere in the Association Documents, by registered or certified mail to their respective addresses, as designated by them in writing to 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.

### **B. Fiscal Year.**

The fiscal year of the Association is hereby set as the calendar year.

### **C. 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.

### **D. Office.**

The initial principal office of the Association shall be as provided in the Articles of Incorporation of the Association. Any future principal office of the Association shall be on the Property or at such other place as the Board may from time to time designate.

E. Working Capital.

The Association shall establish an initial working capital fund in accordance with Section 15.12 of the Declaration.

F. Reserves.

In accordance with Section 15.13 of the Declaration, 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 Elements and those Limited Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Element improvements.

All transactions involving reserve funds shall require prior approval by the Board, and such approval shall be documented in the Board's meeting minutes. Audits conducted pursuant to Section (E) of Article VII herein should be used in reviewing the adequacy of reserves, as well as the spending of reserve funds.

All actions by the Board regarding investment of any reserve funds shall be made in good faith with the care an ordinarily prudent person in a like position would exercise, and in a manner the Board reasonably believes to be in the best interests of the Association. In investing any reserve funds, the Board shall consider the Association's short term and the long term needs, as well as the Association's financial requirements and goals and the Association's purpose. The Association's overall objective with respect to any investment of reserve funds shall be the protection of the principal reserve funds invested and not maximization of returns on the investment. The Board may delegate investment authority, provided reasonable care and skill is used in selecting the agent, directing the agent and reviewing the agent's performance. The reserve funds investment policies stated herein shall be communicated in writing to such agent. The Board shall engage only licensed, insured, and bonded brokers and agents in investing any reserve funds.

G. Adoption of Policies.

The Board of Directors may from time to time adopt certain policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in the Association Documents, or as may be required by law.

1. The Board shall consider the following in drafting any Association policy:
  - (a) Whether the Association Documents or Colorado law grants the Board the authority to adopt such a policy;
  - (b) The need for such policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and

(c) The immediate and long-term impact and implications of the policy.

2. A copy of the proposed policy shall be provided to all Owners or posted on the Association's web site, if any, and Owners shall be allowed a minimum of thirty (30) days to provide comment and/or feedback on the proposed policy. The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such policy.

3. After the period for Owner comment expires, the Board may adopt any policy consistent with the Act, the Colorado Revised Nonprofit Corporations Act, and the Association Documents. Upon adoption of a policy, the policy or notice of such policy, including the effective date shall be provided to all Owners by any reasonable method as determined in the sole discretion of the Board, including but not limited to posting on the Association's web site (if any) or mailing.

4. The Board, or the Manager at the direction of the Board, shall keep current copies of any and all adopted policies in a book at the Association offices.

#### **IX. - AMENDMENTS TO BYLAWS**

A. The Bylaws may be amended by vote of two-thirds (2/3) of the members of the Board.

B. 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 Unit or which would change the provisions of the Bylaws with respect to institutional Mortgagees of record.

C. Notwithstanding the foregoing, amendments to these Bylaws are subject to the provisions of the Articles of Incorporation of the Association and the Declaration.

**[END OF PAGE]**

**[SIGNATURE PAGE TO FOLLOW]**

#### **CERTIFICATE**

I hereby certify that the foregoing Bylaws, consisting of twenty-two (22) pages, including this page, constitute the Bylaws of The Copper Hill Homeowners Association, Inc., adopted by the Board of Directors of The Copper Hill Homeowners Association as of this \_\_\_ day of January, 2008.

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Nick McCormac, President  
The Copper Hill Homeowners Association, Inc.

**ATTEST**

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\_\_\_\_\_, Secretary  
The Copper Hill Homeowners Association, Inc.

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