

**AMENDED BYLAWS
OF
SHENANDOAH HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1
OBJECT AND DEFINITIONS**

Section 1.01. Purpose. The specific purposes for which the Association was formed and operates are to provide for maintenance, preservation and control of Lots and Common Elements within that certain real property described in the Amended Declaration of Homeowners Benefits and Assurances for Shenandoah Subdivision (hereinafter referred to as the 'Declarations') recorded on December 18, 2006 at Reception No. 948348, in the Records of the Office of the Clerk and Recorder of La Plata County, Colorado; and to promote the health, safety and welfare of the Owners and residents within the above-described property (hereinafter referred to as the "Shenandoah Subdivision").

Section 1.02. Assent. All present and future owners, tenants, future tenants, or any other person using facilities of the Shenandoah Subdivision in any manner are subject to these Bylaws and the rules adopted by the Board pursuant hereto. The mere acquisition or rental of any of the lots in the Shenandoah Subdivision or the mere act of occupancy of any of said lots shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

Section 1.03. Definitions. The following terms as used in these Bylaws are defined as follows:

1. ASSOCIATION — means the Shenandoah Homeowners Association, Inc, a Colorado not-for-profit corporation.
2. BOARD — means the Board of Directors of the Shenandoah Homeowners Association, Inc.
3. COMMON ELEMENTS or COMMON AREA — means all property owned by the Association for the mutual use and enjoyment of the Owners together with improvements, fixtures, equipment and personal property located on or used in conjunction therewith.
4. DECLARATIONS — means the Declarations of Homeowners Benefits and Assurances for Shenandoah Subdivision recorded at Reception No. 948348 of the La Plata County, Colorado records, as the same may be amended from time to time, which provide for conditions, covenants, and restrictions for the various subdivision units within Shenandoah Subdivision as supplemented or amended from time to time.
5. LOT — means any lot included in the property described and identified as the Shenandoah Subdivision in the Declarations, but excluding the Common Areas.
6. OWNER — means any person or legal entity who holds to any lot undeveloped or developed.
7. MEMBER IN GOOD STANDING — means a Member who is not in arrears in the payment of amounts due under any of the provisions of the Declarations or Bylaws for a period of 30 days or has been cited with a violation of the Declarations or Bylaws for a period of 30 days.
8. MORTGAGEE — means any grantee or beneficiary of a Mortgage.
9. NEUTRAL 3RD PARTY — means either a member in good standing or other 3rd party who has no direct involvement in a specific dispute or matter under consideration and can act impartially.

ARTICLE 2
MEMBERSHIP

Section 2.01. Membership. The owner of a lot shall automatically upon becoming the owner of the same, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from the ownership of a lot. Membership shall be held in accordance with the Articles and Bylaws of the Association. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of the lot to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance, of such lot. Any transfer of title to an owner's lot, including a transfer on the death of an owner, membership passes automatically with title to the transferee.

A mortgagee does not have membership rights until it obtains title to the lot through foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No member may resign his membership. On notice of a transfer, the Association shall record the transfer on its books.

ARTICLE 3
MEETINGS OF MEMBERS

Section 3.01. Place of Meeting. Meetings of the Association members shall be held from time to time at such place, within La Plata County, Colorado, as the Board may determine.

Section 3.02. Annual Meeting. The annual meeting of the Association members shall be on a date and at a time selected by the Board. The purpose of the annual is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.03. Special Meetings. Special meetings of the Association may be called by a majority of the Board, or by members who collectively own twenty percent (20%) of all lots within the Shenandoah Subdivision.

Section 3.04. Notice of Meetings.

- i. Annual Meetings. Notice of annual meetings shall be provided no less than thirty (30) days nor more than fifty (50) days prior to the meeting.
- ii. Special meetings. Notice of special meetings shall be provided no less than ten (10) nor more than fifty (50) days prior to the meeting.
- iii. Form of notice. The secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to the

Declarations or the Bylaws. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment (with a copy of the amendment) to the Declarations or Bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

In addition to written notice, if electronic means are available the Association may provide notice of all regular and special meetings of lot owners by electronic mail to all lot owners who so request and who furnish the Association with their electronic mail addresses.

Section 3.05. Adjourned Meetings. If any meeting of Association members cannot be organized because a quorum, as hereinafter defined in Section 310, is not attained, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

Section 3.06. Membership, Classes and Voting Rights. The Association shall have one class of voting membership. Members shall be all owners and shall be entitled to one vote per each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In the event more than one vote is cast per any lot in any given vote, all of such votes shall be void and no vote shall be cast for such lot in that particular vote.

Section 3.07. Eligibility to Vote. Only members deemed to be in good standing can vote. If any Member is in arrears in the payment of amounts due under any of the provisions of the Declarations or Bylaws for a period of 30 days or has been cited with a violation of the Declarations or Bylaws for a period of 30 days, that members' rights to vote shall be suspended automatically with no further notice and shall remain suspended until all past due payments are made and/or the citation of violation has been resolved.

Section 3.08. Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. All proxies must be in writing signed by the party granting the proxy. A copy of any proxy must be filed with the Secretary or Association Property Manager at the time of a meeting and the original of any proxy must be provided to the Secretary or Association Property Manager to be attached to the meeting minutes within at least thirty days of the date of final adjournment of any meeting where such proxies are voted.

Section 3.09. Voting by Mail. Voting by mail is permitted as provided for at C.R.S. 7-127-109.

Section 3.10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Association members possessing a sufficient voting interest to constitute fifty percent of the voting interests of all members shall constitute a quorum, and such members present in person or by proxy shall constitute the members entitled to vote upon any issue presented at a meeting at which a quorum is present. A member shall be deemed present for purposes of determining a quorum on any issue upon which a vote is solicited by mail in ballot and the member submits a completed ballot within the time and in the manner set forth in the solicitation for votes. More than 50% of such members present in person, by proxy or by mail in ballot if permitted in a solicitation for votes shall be sufficient to make decisions binding on all Owners unless a different number or method of voting is expressly

required by statute or by the Declarations, Articles of Incorporation or Bylaws.

Section 3.11. Written and Secret Ballots. Voting at duly noticed meetings shall, in general, be by written ballot by any voting member, present in person or by valid proxy. Votes for board members at annual meetings will be taken by secret ballot. If requested by an owner, secret ballots must be used for a vote on any other matter on which all unit owners are entitled to vote. Ballots must be counted by a neutral third party.

ARTICLE 4

THE BOARD OF DIRECTORS

Section 4.01. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors ("the Board") composed of no less than three (hereinafter referred to as "Directors"). Only Members in good standing may serve on the Board.

Section 4.02. Election and Term of Office. The Directors shall hold office until their successors have been elected and qualified. Nominations of candidates for the Board may be made by any member of the Association, including present members of the Board. The candidate receiving the largest vote for a position on the Board shall be elected provided that the candidate receives a vote of more than 50% of a quorum of the members, and each position shall be filled by a separate vote of the members entitled to vote. The Directors shall serve two-year terms. No more than 2 consecutive terms may be served by a board member.

Section 4.03. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by more than 50% vote of a quorum of the members. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Board shall designate by resolution and motion when such regular and special meetings shall be held.

Section 4.04. Vacancies. Any interim vacancy occurring in the Board may be filled by affirmative vote of the remaining directors.

Section 4.05. Quorum of Directors. A majority of number of Directors fixed by the Bylaws shall constitute a quorum for the transaction of business. Any act by a quorum of the Directors shall be an act of the Board.

Section 4.06. Meetings of the Board.

- A. **Place and Notice of Board Meetings.** Meetings of the Board, regular or special, may be held at such place within La Plata County, State of Colorado, and upon such notice as the Board may prescribe. There will be regularly scheduled meetings of the Board commencing as soon as possible following the annual meeting. The time and place of the meetings will be as agreed upon among the Directors. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at or after any meeting of the Board, any member of the Board may, in writing, waive notice of such meeting and such waiver shall be

deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose, of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting. The Board has the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board. Any action so approved will have the same effect as though taken at a meeting of the Board. Any Director or Directors may participate in any meeting of the Board by telephonic means. A director deemed to have a conflict of interest regarding a vote from the board, will abstain from voting on that issue.

- B. Open Meetings. All regular and special meetings of the Board, or any committee thereof, will be open to attendance by all Members or their designated representatives. Agendas for meetings of the Board will be made reasonably available for examination by all members of the association or their representatives.
- C. Executive Session / Closed Meetings. The members of the Board or any committee thereof may hold an executive or closed door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. The matters to be discussed at such an executive session shall include only matters enumerated in paragraphs (i) to (vi) of subsection (D) Of this section.

Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

Prior to the time the members of the executive board or any committee thereof convene in executive session, the chair of the body shall announce the general matter of discussion as enumerated in paragraphs (i) to (vi) Of subsection (D) Of this section.

No rule or regulation of the Board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the body goes back into regular session following an executive session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.

- D. Matters for discussion by closed session are limited to:
 - (i) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;
 - (ii) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - (iii) Investigative proceedings concerning possible or actual criminal misconduct;

- (iv) Matters subject to specific constitutional, statutory, or judicially Imposed requirements protecting particular proceedings or matters from public disclosure;
- (v) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (vi) Review of or discussion relating to any written or oral communication from legal counsel.

Section 4.07. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Board may do all such acts and things as are not by law or by the Articles of Incorporation or these Bylaws or by the Declarations directed to be exercised and done by the members.

Section 4.08. Other Powers and Duties. Without limiting the generality of the powers and duties set forth in Section 4.07 of these Bylaws, the Board shall be empowered and shall have the powers and duties as follows:

- A. To administer and enforce the Declarations, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declarations.
- B. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Shenandoah Subdivision with the right to amend same from time to time, subject to ratification or nullification at the next meeting of the members as provided under Article 3.01 of the Declarations. A copy of such rules and regulations shall be delivered to or mailed to each member promptly upon the adoption thereof.
- C. To keep in good order, condition and repair all COMMON ELEMENTS, including, but not limited to, the roads, water system and mailbox area, and all items of personal property, if any, used in the enjoyment of the Shenandoah Subdivision. No approval of the Owners is required for expenditures for these purposes, provided, however, as follows:
 - (i) That any expenditures that necessitate a special assessment that would result in an increase of more than 15% over total assessments (Regular plus Special Assessments) for the previous calendar year may be adopted only upon a majority vote of the Members present at a meeting called for that purpose; and
 - (ii) With the exception of money allocated for road maintenance, the expenditure of money for any project which exceeds in cost one-half of the annual revenue of the Association shall require a majority vote of the Members present at a meeting called for that purpose.
- D. To insure and keep insured all the insurable COMMON ELEMENTS of the Shenandoah Subdivision in an amount equal to the full replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation and other items normally excluded from coverage) of the Shenandoah Subdivision. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in an amount not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. To insure and keep insured all the fixtures,

equipment and personal property acquired by the Association and the Owners of the Lots. To maintain insurance that meets at least the minimum requirements of CCIOA.

- E. To fix, determine, levy, and collect the prorated annual assessments to be paid by each of the members toward the common expenses of the Shenandoah Subdivision, and to adjust, decrease or increase the amount of the assessments, including expense reserves, and to credit any excess of assessments over expenses and cash reserves to the members against the next succeeding assessment period, provided, however, that any expenditures that necessitate a special assessment that would result in an increase of more than 15% over total assessments (Regular plus Special Assessments) for the previous fiscal year may be adopted only upon a majority vote of a quorum of Members at a meeting called for that purpose. The setting of the annual budget and fixing and determining of the annual assessments pursuant thereto shall be accomplished within 90 days before the beginning of the Association's calendar year. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in statement form and shall set forth the detail of the various expenses for which the assessments are being made. A one year General Reserve equal to not more than the average of the previous 3 years annual revenue may be accrued. The board has the right to establish additional reserves as needed.
- F. To collect delinquent assessments by suit or otherwise and to enjoin and seek damages from an Owner as is provided in the Declarations and these Bylaws. To enforce a late charge of 10% of the amount due in connection with assessments remaining unpaid more than thirty days from due date for payment thereof and to collect interest at the rate of eighteen percent per annum on unpaid assessments.
- G. To adopt and publish such rules and regulations relating to the use of the Association property, and sanctions for non-compliance therewith, as it may deem reasonably necessary for the best interest of the Association and its Members. The Board may also establish and levy reasonable fees for the issuance of permits, for the erecting or placing of improvements on any lot or acreage and also for the use of the Association property.
- H. To protect and defend the Shenandoah Subdivision from loss or damage by suit or otherwise.
- I. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declarations and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board may deem necessary, and such indebtedness shall be the several obligations of all of the Owners in the same proportion as they share in the Common Elements; provided, however, that the Board shall not borrow more than 20% of the total annual Association budget or cause the Association to be indebted for more than 20% of the total annual Association budget at any one time without the prior approval by majority vote of the Association members.
- J. To enter into contracts within the scope of their duties.

- K. To establish a bank account for the treasury and for all separate funds, including any reserve funds, which are required or may be deemed advisable by the Board. For amounts over \$500.00 two officers or one officer and the Association's property manager must sign checks upon the Association accounts and these Officers shall be bonded for at least one and one-half of the annual income of the Association. One signature shall be sufficient for payment of routine amounts up to \$500.00.
- L. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Lot Owners or their Mortgagees when required.
- M. To prepare and deliver a semiannual and annual financial statement to each member showing all receipts, expenses and disbursements since the last such statement, including depreciation and other tax information.
- N. To designate and remove when necessary, the personnel necessary for operation, maintenance, repair, and replacement of the COMMON ELEMENTS.
- O. On fourteen days notice and receipt of \$25 from any Owner or Mortgagee to furnish a certificate of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.
- P. The Board shall cause a Members' newsletter to be published at least twice annually.
- Q. As required by C.R.S. 38-33.3-209.4, the Board shall cause the Association to provide to all Members, at least once per year, 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 days after the change.

Section 4.09. Manager. The Board may employ for the Association a Manager or Managing Agent pursuant to a written Management Contract with a real estate management company actively doing business in La Plata County, Colorado, or a certified public accounting firm doing business in La Plata County, Colorado or a resident owner which Management Contract shall be based upon an annually adopted budget, which budget shall be adopted on or before October 1 of each year, at a compensation established by the Board, to perform such duties and services specified in Section 4.08 as the Board shall authorize; provided, however, that the Board in delegating such duties shall not be relieved of its responsibility under the Declarations. The written Management Contract shall provide that the Manager shall have the ability to spend up to \$500.00 for repairs without the authorization of the officers of the Association if the officers have not been reasonably available and the circumstances are such that immediate action is necessary.

Section 4.10. Association Records. The Board or its designated Manager shall maintain records and make them available as required by CCIOA, C.R.S. § 38-33.3-317 (2005) which provides, in part, as follows:

(1)(a) The Association shall keep financial records sufficiently detailed to enable the association to comply with section 38-33.3-316 (8) concerning statements of unpaid assessments.

(b) The Association shall keep as permanent records minutes of all meetings of lot owners and the executive board, a record of all actions taken by the unit owners or executive board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the executive board in place of the executive board on behalf of the association, and a record of all waivers of notices of meetings of lot owners and of the executive board or any committee of the executive board.

(c) The Association or its agent shall maintain a record of lot 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 lot owner is entitled to vote.

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

(2) All financial and other records shall be made reasonably available for examination and copying by any lot owner and such owner's authorized agents.

(3) The Association may charge a fee, not to exceed the Association's actual cost per page, for copies of Association records.

(4) As used in this section, "reasonably available" means available during normal business hours, upon notice of five business days, 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.

(5) In addition to the records specified in subsection (1) of this section, the Association shall keep a copy of each of the following records at its principal office:

(a) Its articles of incorporation, if it is a corporation, or the corresponding organizational documents if it is another form of entity;

(b) The Declaration; (also known as covenants)

(c) Its Bylaws;

(d) Resolutions adopted by its executive board relating to the characteristics, qualifications, rights, limitations, and obligations of lot owners or any class or category of lot owners;

(e) The minutes of all lot owners' meetings, and records of all action taken by lot owners without a meeting, for the past three years;

(f) All written communications within the past three years to lot owners generally as lot 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 section 38-33.3-303 (4) (b) during the immediately preceding three years.

ARTICLE 5 **OFFICERS AND THEIR DUTIES**

Section 5.01. Enumeration of Officers. The officers of this Association and Board shall be a president, vice president, secretary/treasurer, and such other officers as the Board may from time to time by resolution create. All officers must be members of the Board.

Section 5.02. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 5.03. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5.04. Special Appointment. 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 5.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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, or unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.06. 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 5.07. Multiple Offices. The office of secretary and treasurer shall be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the

case of special offices created pursuant to Section 5.04 of this Article.

Section 5.08. Duties. The duties of the officers are as follows:

- A. President: The president shall preside at all meetings of the Association members and the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments.
- B. Vice-President: The Vice-President shall assist the President with the general duties and powers of the office, and in the event the President's inability or refusal to act, the Vice-President has the power to act and shall thereupon be vested with the powers and duties of the President.
- C. Secretary/Treasurer: The Secretary/Treasurer shall be responsible to record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with addresses; and shall perform such other duties as required by the Board. The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; in the event of a request by an individual member, cause a review or audit of the Association's books to be made as required by the Declarations; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership, and deliver a copy to each of the members. The Secretary/Treasurer may delegate the performance of the above listed tasks to other persons. In the event delegation has occurred, the overall accountability for the tasks does not shift away from the Secretary/Treasurer.

ARTICLE 6 **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Section 6.01. Indemnification. The Association shall indemnify each director and officer or persons appointed by the board and officers to perform tasks on behalf of the Association against liability for judgements, settlements, penalties, fines or reasonable expenses incurred in any proceeding, whether threatened, pending or completed action or suit, or whether civil, criminal, administrative or investigative and whether formal or informal, to the full extent permitted by Colorado law.

ARTICLE 7 **BYLAWS**

Section 7.01. Amendment. These Bylaws may be amended by the Board by mail ballots or at duly constituted meetings for such purposes by no less than 67% of Association members. The notice of such meeting shall contain a summary of the proposed changes or a copy of the proposed changes. No amendment shall serve to shorten the term of any Director or conflict with the Colorado Nonprofit Corporation Act, or violate the CCIOA.

Section 7.02. Conflict Between Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

ARTICLE 8 **SERVICES**

Section 8.01. Services. The Association shall provide the following services, as determined by the Board, and the expenses thereof shall be paid from annual assessments, which may be amended or supplemented from time to time by vote of the Board:

- A. Accounting services;
- B. Office supplies;
- C. Legal services;
- D. Ensure that water system is maintained by Lake Durango Water Company;
- E. Snow removal from subdivision roads and common area;
- F. Insurance for COMMON ELEMENTS;
- G. Maintain insurance to include officers and directors, property and general liability;
- H. Management fee;
- I. If possible maintain a reasonable reserve fund for general maintenance, repair and replacement of COMMON ELEMENTS;
- K. Maintain a reserve fund for road maintenance;
- L. Trash and Recycling services;

ARTICLE 9 **NONPROFIT CORPORATION**

Section 9.01. Nonprofit Corporation. This Association is not organized for profit. No member of the Association or of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations of this corporation, and in no event shall any part of the funds or assets of the Association be paid as a dividend, or be distributed to, or inure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following: (i) reasonable compensation may be paid to

any member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; and (ii) any member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 10 **OBLIGATIONS OF THE OWNERS**

Section 10.01. Assessments. Except as otherwise provided in the Declarations, all owners shall be obligated to pay the annual assessments imposed by the Association to meet the Common Expenses. Unless otherwise determined by the Association, the annual assessments, and any special assessments which are to be paid in quarterly installments, shall be paid within 30 days of date of invoice payable to the Association at its invoice address, or as the Association may otherwise direct in any Management Agreement. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if, and only if, he shall have fully paid all assessments made or levied against him or the lot owned by him.

Section 10.02. Registration of Mailing Address. All owners of each lot shall have one and the same registered mailing address to be used by the Association for mailing of notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or such combination thereof to be used by the Association. Such registered address of a Lot Owner or Owners shall be furnished by such Owner(s) to the secretary within five days after transfer of title; such registration shall be in written form and signed by all of the owners of the lot or by such persons as are authorized by law to represent the interests of all Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the lot shall be their registered address until another registered address is furnished as permitted under this Section. If the lot is the registered address of the owners, then any notice shall have been deemed to be duly given if it is delivered to any person occupying that lot or, if such lot is unoccupied, by holding such notice available for the Owners at the principal office of the Association. The registered address may be changed from time to time by similar designation.

Section 10.03. Use of General Common Elements. Each Owner shall use the General Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

Section 10.04. Assessments, Debts and Other Obligations Assumed By Lot Owner. The assessments, debts and other obligations assumed by the Owner are:

- A. The duties and obligations with respect to lots as set forth more fully in Article 8 of the Declarations.
- B. The duty of Owners as set forth in Article 2 of the Declarations to reimburse the Association for repair or replacement of COMMON ELEMENTS, when such repair or replacement is occasioned by the negligent or willful act or omission of said Owner, his family members, guests, invitees, or tenants.

- C. The duty to pay all annual, special and default assessments provided for and governed by Article 6 of the Declarations and levied for any purpose authorized by the Declarations.
- D. The duty to pay any separately metered or assessed utility costs and ad valorem taxes and special assessments levied by the State of Colorado or any political subdivision thereof on an Owner's lot.
- E. The duty to indemnify and hold harmless each of the other Owners and the Association from liability arising from the claim of any mechanic's lien against an Owner's Lot or against the Common Elements.
- F. The duty to adhere to and comply with all use restrictions of Article 8 of the Declarations.
- H. The burdens imposed by the easements set forth in Article 9 of the Declarations.
- I. The duty to abide by all duly adopted Rules and Regulations of the Association.

ARTICLE 11 **COMMITTEES**

Section 11.01. Standing Committees.

- A. There shall be two (2) standing committees, the Architectural Committee (AC) and the Road Committee as provided for in the Declarations. Additional committees may be appointed by the Board when they or the Membership think that a committee is needed to fulfill a specific Association need.
- B. Each committee shall consist of a minimum three (3) volunteers and an advisory Board member. Volunteer committee members may include Association and non-Association Members, shall be by appointed by the Board. The Board member on the committee shall serve as a non-voting member.
- C. The committees will in turn elect a chairperson. All mid-term appointments will be made by the Board as vacancies occur to fill the balance of the vacated term.
- D. All committee Members serve at the pleasure of the Board.
- E. When irregular vacancies are created by resignation, death or other causes, the Board shall appoint Members or in their discretion, non-members to fill such vacancies.
- F. Prior to September 1 of each year, committee chairmen will submit budgets for their activities to the Association Secretary/Treasurer who will assemble a composite budget for the Association. The Secretary/Treasurer will then submit the total Association budget to the Board for their approval by October 1 of each calendar year. Upon approval of the budget by the Board it shall be the responsibility of each operating committee chairman to conduct his or her phase of the operation within the limits of the budget for the ensuing calendar year.

ARTICLE 12
BOOKS AND RECORDS

Section 12.01. The books, records and papers of the Association shall at all times, during reasonable business hours and with reasonable notification, be subject to inspection by any member. The Declarations, the Articles of incorporation and the Bylaws of the Association, as well as any Management Agreements, shall be available for inspection by members at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 13
FIRST MORTGAGEE REQUIREMENTS

Section 13.01. The Association will give any First Mortgagee (which for this purpose includes the beneficiary of any first lien deed of trust) written notification of any default in the performance of any borrower of any obligation under the Declarations, the Articles of Incorporation of the Shenandoah Homeowners Association, Inc., or these Bylaws, which default is not cured within sixty days after the same shall occur. Such written notification shall be sent to such address as the Mortgagee may designate.

Section 13.02. Any First Mortgagee who obtains title to a lot pursuant to the remedies provided in the deed of trust or mortgage, by foreclosure of said deed of trust or mortgage, by purchase at a foreclosure sale, or by deed in lieu of foreclosure, will be exempt from any "right of first refusal" contained in the Declarations.

Section 13.03. Unless at least two-thirds of the First Mortgagees (based upon one vote for each First Mortgage owned) and Owners of the individual lots in the Shenandoah Subdivision shall have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to dissolve or terminate the Association;
- B. Change the pro rata interest or obligations of any individual lot for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Lot in the COMMON ELEMENTS; and
- C. By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the COMMON ELEMENTS; (the granting of easements for public utilities or for other public purposes consistent with the intended use of the COMMON ELEMENTS by the Shenandoah Subdivision shall not be deemed a transfer within the meaning of this clause).

Section 13.04. As provided in Section 12.01 hereof, First Mortgagees shall have the right to examine the books and records of the Association of the Shenandoah Subdivision.

Section 13.05. At each annual meeting, the Board shall estimate the amount necessary to provide an adequate reserve fund for maintenance, repair or replacement of those COMMON ELEMENTS that

must be replaced on a periodic basis and shall provide that such amounts shall be payable as a part of the regular annual assessments. The annual assessments provided by the Declarations shall be payable as provided for in 6.05 of the Declarations.

Section 13.06. In the event of any damage or destruction to the COMMON ELEMENTS or if all or any part thereof shall be taken by exercise of eminent domain, such funds shall be applied to the repair or replacements of the damaged, destroyed or condemned COMMON ELEMENTS or distributed for the payment of general (ad valorem) property taxes, if any, as the Board may determine. Thereafter, any such funds shall be applied as all First Mortgagees agree.

Section 13.07. All taxes, assessments and charges which may become liens prior to the First Mortgage under Colorado law shall relate only to the individual lot and not to the Shenandoah Subdivision as a whole.

ARTICLE 14
MISCELLANEOUS

Section 14.01. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.


IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of the Shenandoah Homeowners Association, Inc., certify that these Amended Bylaws were adopted and approved by the Board and a two-thirds majority vote of the Members at a meeting held on June 7, 2017 for that purpose at which a quorum was present, to amend and supersede the Association's prior Amended Bylaws, effective July 2006.



Ron Burris, President



Robert James, Vice-President



David Parr, Secretary/Treasurer