

**BYLAWS  
OF  
THE IRONBRIDGE PROPERTY OWNER'S ASSOCIATION**

The name of the corporation shall be Ironbridge Property Owner's Association, a Colorado nonprofit corporation (the "Association").

**ARTICLE 1  
Purposes, Assent of Members and Definitions**

Section 1.1 Purposes. The specific purposes for which the Association is formed are: To provide the maintenance, preservation, use and control of the subdivision known as Ironbridge (the "Community"), located on that certain real property situated in the County of Garfield, State of Colorado, as more fully described in Exhibit A of the Declarations of Covenants Conditions, Restrictions and Easements for Ironbridge, filed for record with the Clerk and the Recorder of Garfield County, Colorado, as amended or supplemented from time to time (the "Declaration"). To promote the general health, safety, and welfare of the Owners, residents, and occupants of the Community.

Section 1.2 Assent. All present or future Owners, tenants, future tenants, or any other persons using the facilities of the Community in any manner are subject to these Bylaws and any rules adopted by the Executive Board pursuant to these Bylaws. The mere acquisition or rental of any of the Lots in the Community or the mere act of occupancy of any of those Lots shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meaning in these Bylaws as such terms have in the Declaration.

**ARTICLE 2  
Membership**

Section 2.1 Membership. Ownership of a Lot is required in order to qualify for membership in the Association. All Owners shall be Members.

Section 2.2 Representation on the Executive Board. If title to a Lot is held by a firm, corporation, partnership, limited liability company, association, or other legal entity or any combination thereof, or if any entity shall have title to more than (1) Lot, then that entity may appoint, by a writing furnished to the Association, a delegate to represent each such Lot as a candidate for, and if elected, as a member of the Executive Board. Such delegate shall not vote as a Member of the Association unless such person shall be appointed by a proxy executed in conformance with Section 3.9 of these Bylaws to cast the voting interest of the Lot which he or she represents.

Section 2.3 Responsibilities of Members. Any person, on becoming an Owner of a Lot, shall automatically become a Member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Executive

Board of the Association or others may have against such former Owner arising out of the ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 2.4 Membership. The Association shall have one (1) class of voting membership consisting of all Owners.

Section 2.5 Voting rights. Except as otherwise provided in the Declaration, each Member shall be entitled to vote in Association matters on the basis of one (1) vote for each Lot owned. All Members of the Association shall be entitled to vote on all matters affecting the Community which are required by the Declaration or the Colorado Common Interest Ownership Act (known as CCIOA, or "The Act") to be submitted to the vote of the Owners.

### **ARTICLE 3 Meetings of the Members**

Section 3.1 Place of Meeting. Meetings of the Association Members shall be held at such place within Garfield County, Colorado, as the Executive Board may determine.

Section 3.2 Annual Meeting/Elections: The annual meetings of the Association Members shall be held on a date and at a time selected by the Executive Board. The purpose of the annual meeting is for the election of Directors and the transaction of such other business of the Association as may properly come before meeting.

Section 3.3 Special Meetings. Special meetings of the Association Members may be called by the President, by resolution majority vote of the Executive Board, or by Members representing not less than 20% of all Members entitled to vote. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

Section 3.4 Budget Meetings. Meetings to consider proposed budgets shall be called in accordance with the Act. The Act's budget process to be followed is as follows:

- a) Effective the first full fiscal year after these Bylaws are adopted and become effective, and for each year thereafter, the Executive Board of the Association is to prepare and approve a proposed budget at least annually.
- b) Within 90 days after the Executive Board's adoption of the proposed budget, or such longer time as allowed by the Act, the Executive Board must mail or otherwise deliver, including posting the proposed budget on the Association's website, a summary of the proposed budget to all Members, and set a date for a meeting to consider the proposed budget. The meeting must occur within a reasonable time after mailing or other delivery of the summary, or as allowed in these Bylaws.
- c) Notice for the meeting at which the budget will be considered must be mailed not less than 10 days nor more than 50 days before the meeting.

- d) At the meeting, unless Members holding at least Sixty percent (60%) of the votes entitled to be cast in the Association vote to reject the proposed budget, the proposed budget becomes the approved budget of the Association.
- e) A quorum is not required at the meeting if the meeting is just a budget meeting. If the meeting is also an annual or special meeting at which other business is to be conducted, a quorum is required for other business to be conducted at the annual or special meeting, but not for consideration of the budget.
- f) In the event the proposed budget is rejected by a 60% vote, the budget last ratified is continued until such time as a subsequent budget proposed by the Executive Board is ratified.

Section 3.5 Notice of Meetings. Written Notice of any meeting shall state the place, day, and hour of the meeting, the items on the agenda, and the purpose or purposes for which the meeting is called. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, at least ten (10) but not more than fifty (50) days before the date of the Meeting. Notice shall be delivered by mailing a copy of the notice to the registered address of each Lot entitled to be represented by a vote at such Meeting. In addition to mailing, but not in lieu of, notice shall also be sent by email, posted near the mailboxes, and on the Association's website. If the Association has the ability to give electronic notice, the Association shall email notice of the Members' meeting to any Member who requests, and who provides his or her email address to the Association in addition to the above specified delivery of notice. Any such email notice shall be given at least 24 hours prior to the meeting.

Section 3.6 Meetings by Telecommunication Any and all of the Members may participate in a properly noticed annual or special meeting of the Members via telecommunication, or the meeting may be conducted through the use of telecommunication or other similar means of communication, as long as all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting. Owners may, at their sole cost and expense attend meetings telephonically. However, no Owner attending telephonically may participate in any secret ballot voting. The Board may impose a "Telecommunications Policy" to regulate any special or annual meetings via telecommunications.

Section 3.7 Adjourned Meetings. If any Meeting of the Association Members cannot be organized because of a quorum, as defined below in Section 3.10, has not attended, 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 3.8 Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after eleven (11) months from the date of its execution unless the proxy itself indicates an earlier termination date. Proxies shall be filed with the Executive Board of the Association at or before the appointed time of each Meeting. The Executive Board shall have the power and authority to approve the form of proxy used, and at a minimum, such form shall include the following:

- a) identification of the Lot or address to which the proxy relates;
- b) the name of the holder of the proxy, which must be only one (1) individual;
- c) the scope of the power granted by the proxy;
- d) the duration of the power conveyed by the proxy; and
- e) the signature of any Owners of record of the Lot.

Section 3.9 Designation of Voting Representative – Proxy. If title to a Lot is held by more than one (1) individual, by a firm, partnership, association or other legal entity, or any combination thereof, a proxy may be executed and filed with the Association, appointing, and authorizing one (1) person or alternate persons to attend all annual and special meetings of the Association Members and to cast the vote allocated to that Lot. In the absence of a proxy, the vote allocated to the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise the right to vote on any matter. In the event that a vote is cast by Member on behalf of such Member's Lot without objection at the Meeting at which such vote is cast by any other Owner of such Lot, then such person shall be deemed for all purposes under the Declaration and these Bylaws to be the duly and validly appointed representative for all Owners of the Lot, the Association and the Executive Board shall be entitled to rely on that authority of such Owner to vote with respect to the Lot, and the vote cast by such person shall be the validly cast vote of all the Owners of such Lot and shall bind such other Owners.

Section 3.10 Quorum and Voting. Except as otherwise provided in these Bylaws, including without limitation, Section 3.7 above, the presence in person or by proxy of 25% of all votes entitled to be cast at such Meeting, shall constitute a quorum, and such Members present in person or by proxy shall constitute the entitled to vote upon any issue presented at a Meeting at which quorum is present. A majority of votes entitled to be cast by such Members present in person or by proxy shall be sufficient to make decisions binding on the Owners unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles of Incorporation of the Association, or these Bylaws. At any Meeting of the Members at which a quorum is present, a quorum shall be deemed to exist throughout such Meeting until it is adjourned. Ballots shall be counted by a committee of volunteers. Such volunteers shall be Lot Owners who are selected or appointed at an open meeting, in a fair manner. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates.

Section 3.11 Voting by Mail. Voting by mail is permitted for election of the Executive Board, amendment of the Articles, adoption of a proposed plan of merger, consolidation, or dissolution pursuant to the provisions of the Act and the Colorado Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In case of a vote by mail, the Secretary of the Association will give written notice to all Members, which notice will include a proposed written resolution setting forth a description of the proposed action, statement that the Members are entitled to vote by mail for or against such proposal, a statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received, and the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Delivery

of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this Paragraph.

### Section 3.12 Voting Procedures/Secret Balloting and Electronic Voting.

- (1) Secret ballots must be used in contested Board member elections and in any other matter as required by law and may be collected solely at the meeting.
- (2) All other voting may be by voice, by show of hands, by consent, by mail, by electronic means, by proxy, by written ballot, or a secret ballot at the request of twenty percent of the Members present at a meeting and entitled to vote or represented by a proxy. Any requested secret ballots may only be cast physically at the meeting.
- (3) At meetings conducted electronically the Board may postpone all voting and conduct any required vote by mail ballot.

## **ARTICLE 4 Executive Board**

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by an executive board, composed of not less than three (3) and not more than seven (7) persons. Currently the Board is (5) members. The Members of the Association shall be entitled to nominate and elect all members of the Executive Board. The Directors may be nonresidents of Colorado, but all Directors elected by the Members must be Owners of Lots or their delegates.

Section 4.2 Terms of Office. Terms of the Directors shall be two years and shall be staggered as follows. The term of at least one of the Directors shall expire annually, and at each annual meeting thereafter the members shall elect the same number of directors whose terms are expiring at the time of each election. No director may serve more than two (2) full consecutive terms unless no nominations are received or until the Executive Board can find a replacement. Upon serving two full consecutive terms, a director may not run for election for a period of one (1) year.

Section 4.3 Removal of Directors. At any regular or special Meetings of the Association Members duly called at which a quorum exists, any one or more of the Directors elected by the Members may be removed, with or without cause, by a vote of sixty-seven percent (67%) of the votes of such Members present and entitled to be cast at such Meeting. Successors may then and there be elected by such Members to fill the vacancies thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the Meeting. The Executive Board shall designate by resolution or motion when such regular or special Meeting shall be held after such Meeting is properly set or called in accordance with these Bylaws and Colorado law. If a Director is removed for cause, that Director is ineligible to serve on the Board in any future term.

Section 4.4 Vacancies/Resignation or Removal of Directors. Any Director may resign at any time by giving written notice to the President, to the Secretary, or to the Board of Directors stating the effective date of such resignation. Acceptance shall not be necessary to make the

resignation effective. The remaining Board members may appoint a temporary replacement to serve until the next Member meeting. At the next Member meeting the Members may elect a replacement to serve on the Board for the remaining term of that position.

Section 4.5 Quorum of Directors. The presence in person or by proxy of a majority of the Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business on behalf of the entire Association. At any Meeting of the Executive Board at which a quorum is present, a quorum shall be deemed to exist throughout such Meeting until it is adjourned.

Section 4.6 Place and Notice of Directors' Meetings. Any regular or special Meetings of the Executive Board may be held at such place within Garfield County, Colorado, and upon such notice as the Board may prescribe. Regular Meetings of the Executive Board will be held not less often than quarterly. Attendance of a Director at any Meeting shall constitute a waiver of notice of much 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 Executive 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 Executive Board need be specified in the waiver of notice of such meeting. The Executive Board shall have the right to take any action in the absence of a Meeting which they could be taken at a Meeting by obtaining the written approval of all members of the Executive Board. Any action so approved shall have the same effect as though taken at a Meeting of the Executive Board. Except as permitted pursuant to Section 308 of the Act, which Section permits certain executive or closed-door sessions of the Executive Board, all regular and special Meetings of the Executive Board or any committee thereof shall be open to attendance by all Members of the Associations or their representatives. Agendas for all regular and special Meetings of the Executive Board shall be made reasonably available for examination by all Members of the Association or their representatives. The Executive Board may participate in a Meeting by means of a conference, telephone, or similar communications equipment by which all persons participating in the Meeting can hear each other at the same time. Such participation shall constitute presence in person at the Meeting.

Section 4.7 Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Executive Board may do all such acts and things which are not specifically required to be done by the Members of the Association by law, the Declaration, the Articles of Incorporation of the Association or these Bylaws.

Section 4.8 Other Powers and Duties. Without limiting the generality of the powers and duties set forth in Paragraph 4.7 of these Bylaws, the Executive Board shall be empowered and shall have the powers and duties as follows:

4.8.1 To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration.

4.8.2 To adopt and amend from time to time and enforce administrative rules and regulations governing the use and operation of the Community as provided in the Declaration.

4.8.3 To keep in good order, condition, and repair all the Common Areas and all items of personal property, if any, used in the enjoyment of the Common Areas in accordance with the terms of the Declaration. No approval of the Association Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

4.8.4 To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Areas in accordance with the terms of the Declaration.

4.8.5 In accordance with the terms of the Declaration, to obtain and maintain in effect, the insurance coverage specified in the Declaration, to the extent that insurance is available from reputable carriers at costs which are not demonstrably unreasonable.

4.8.6 Subject to the budgeting procedures contained in the Declaration, to fix, determine, levy, and collect the prorated Annual Assessments to be paid by each of the Members towards the gross expenses of the Community, and to adjust, decrease, or increase the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves shall be transferred to the reserve fund.

4.8.7 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, subject to any limitations imposed by the Declaration and the Act, and further subject to the requirement that all Special Assessments be based on a budget adopted in accordance with the terms of the Declaration prior to levying an Special Assessment.

4.8.8 To collect delinquent Assessments, by suit or otherwise, and to enjoin or seek damages from an Owner, as provided in the Declaration and these Bylaws; to enforce a late charge in the amount of \$25 for Assessments remaining unpaid more than thirty (30) days from the due date for payment thereof; and to collect interest on unpaid Assessments and in accordance with the Association's Collection Policy as it is updated to remain current with the Act.

4.8.9 To protect and defend the Community from loss and damage by suit or otherwise.

4.8.10 To dedicate, sell, or transfer all or any part of the Common Areas to any public, governmental, or quasi-governmental agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association Members; and subject to such additional limitations as may be set forth in the Declaration and the Act. The Act currently restricts the conveyance or encumbrance of the Common Areas pursuant to Section 38-33.3-312 of the Act.

4.8.11 To enter contracts within the scope of their duties and powers, including, without limitation, contracts with any metropolitan district or other homeowners' associations or entities to provide services for the benefit of Association Members and their families, guests, tenants, and invitees.

4.8.12 To establish a bank account for the treasury and for all separate funds which are required or may be deemed advisable by the Executive Board.

4.8.13 To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Executive Board and the Association, and to permit examination thereof by Owners and their Mortgagees at convenient weekday business hours.

4.8.14 To prepare and make available to each Member a statement showing all receipts, expenses, or disbursements since the last such statement, including depreciation and other tax information.

4.8.15 To appoint the members of the Design Review Board of the Association as set forth in the Declaration, and to appoint and remove such members.

4.8.16 In general, to perform all other acts permitted under the Act, to carry on the administration of the Association and to do all those things necessary and responsible in order to carry out their communal aspects of planned communities ownership and the proper governance and operation of the Association, all in accordance with the Declaration.

4.8.17 To delegate to the Manager or any other person or entity the Association's duties or responsibilities, and to agree to assess to the Members a reasonable fee for such services. The Board may not delegate the duties set forth in subparagraphs 4.8.10, 4.8.11, and 4.8.12; and any functions involving the withdrawal from Association's Reserve Funds, and duties reserved to the Executive Board by law will not be so delegated. Any duties delegated to the Manager must be presented in writing and noted in Board Meeting Minutes and approved annually.

4.8.18 Outside of regular recurring operating expenses, obligations, or other budgeted items, if there is a singular discretionary expenditure, capital repair project, or incident which involves a cash outlay of over \$150,000, the matter must first be presented to the Members for a vote, unless, at the Executive Board's sole discretion such repair is considered an emergency or life threatening event, and or as approved at the budget ratification meeting as a reserve expenses for the forthcoming year. The vote will take place in a special meeting and must be passed by a majority of those in attendance or with proxy vote as designated in Sec. 3.7, 3.8 and 3.9.

4.8.19 If there are any expenditures for property the Association does not own, that expenditure must first be presented to the Members for a vote. The vote will take place in a special meeting and must be passed by a majority of those in attendance or with proxy vote as designated in Sections 3.7, 3.8 and 3.9.

4.8.20 Subject to restrictions as may be set forth in the Declaration and the CCIOA Act, to borrow funds in order to pay for any expenditure or outlay required for the project or portion of the project pursuant to the authority granted by the provisions of the declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Association may deem necessary, provided, however, that the Association shall not borrow more than \$150,000 at any one time without the prior approval of a majority vote of the Association members.

Section 4.9 Managing Agent. The Executive Board shall employ for the Association a Managing Agent with a level of experience and qualifications sufficient to professionally manage the Community at a compensation established by the Executive Board, to perform such duties and services specified in Paragraph 4.9.17 above as the Executive Board shall authorize; provided, however, that the Executive Board in delegating such duties shall not be relieved of its responsibility under Declaration or the Act.

Section 4.10 Directors' Compensation. Directors shall not be paid any compensation for their services performed as such Directors unless a resolution authorizing such remuneration shall have been adopted by the Association. Each member of the Executive Board shall receive reimbursement for reasonable transportation, meals, and lodging expenses for attendance at any regular or special Meetings of the Executive Board or for actual expenses incurred in connection with the performance of his or her duties of office as a member of the Executive Board.

## **ARTICLE 5 Officers and their Duties**

Section 5.1 Enumeration of Officers. The officers of the Association shall be a President, a Vice-President, Secretary, Treasurer, and such other officers as the Executive Board may, from time to time by resolution create. The officers must be Members of the Executive Board.  
Section 5.2 Election of Officers. The election of officers shall take place at the first Meeting of the Executive Board following each annual meeting of the Association Members.

Section 5.3 Term. Officers of the Association shall be elected annually by the Executive Board such that each shall hold office for one (1) year so that the term of at least one officer shall expire each year, unless such officer's term is for less than one year, such officer shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Executive Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period and have such authority and perform such duties as the Executive Board may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority of voting Directors of the Executive Board. Any officer may resign at any time by giving written notice to the Executive Board or the President. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 5.7 Multiple offices. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

Section 5.8 Duties. The duties of the officers are as follows:

5.8.1 President. The President shall:

1. preside at all Meetings of the Association Members and the Executive Board;
2. see that orders and resolutions of the Executive Board are carried out;
3. sign all leases, mortgages, deeds, and other written instruments;
4. co-sign all promissory notes; and
5. exercise and discharge such other duties as may be required of the President by the Executive Board.

5.8.2 Vice President. The Vice President shall:

1. act in the place and stead of the President in the event of his or her absence, inability, or refusal to act; and
2. exercise and discharge such other duties as may be required of the Vice President by the Executive Board

5.8.3 Secretary. The Secretary shall:

1. record the votes and keep the minutes of all Meetings and proceedings of the Executive Board;
2. serve notice of Meetings of the Executive Board and of the Members;
3. keep appropriate current records showing the Members of the Association together with their addresses;
4. maintain a duplicate set of membership and financial records;
5. perform such other duties as required by the Executive Board.

5.8.4 Treasurer. The Treasurer shall:

1. receive and deposit all monies of the Association and shall disperse such funds as directed by resolution of the Executive Board;
2. co-sign all promissory notes of the Association;
3. co-sign, all checks of the Association, together with a second designated member or members of the Executive Board, unless the Executive Board specifically directs otherwise;
4. keep proper books of account;
5. at the direction of the Executive Board, cause an annual audit of the Association books to be made by a public accountant;
6. prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

## **ARTICLE 6**

### **Indemnification of Directors and Officers**

Section 6.1 Obligation to Indemnify. (a) 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; by reason of the fact that the person is or was a director, officer or committee member of the Association; provided the person is or was serving at the request of the Association in such capacity; and

provided that the person: (i) acted in good faith, and; (ii) in a manner that the person reasonably believed to be in the best interests of the Association, and; (iii) with respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The 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 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 the conduct was unlawful. (b) Notwithstanding anything in subsection (a) above, unless a court of competent jurisdiction determines that, in view of all circumstances of the case, the person is fairly and reasonably entitled to expenses, no indemnification shall be made: (i) In connection with a proceeding by or in the right of the Association, where the person has been adjudged to be liable to the Association; or (ii) In connection with any other proceeding charging that the person received an improper personal benefit, whether or not involving action in an official capacity, the person has been adjudged liable on the basis the person received an improper personal benefit. (c) To the extent that the person has been wholly successful on the merits in defense of any action, suit or proceeding as described above, the person shall be indemnified against actual and reasonable expenses (including expert witness fees, attorney fees and costs) incurred in connection with the action, suit or proceeding.

Section 6.2 Determination Required. (a) The Board of Directors shall determine whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of those members of the Board of Directors who were not parties to the action suit or proceeding. (b) If a quorum cannot be obtained as contemplated above or if a quorum has been obtained and the Board so directs, a determination may be made, at the discretion of the Board, by: (i) independent legal counsel selected by a majority of the full Board; or (ii) by the voting members, but voting members who are also at the same time seeking indemnification may not vote on the determination.

Section 6.3 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with: (a) A written affirmation of that person's good faith belief that he or she has met the standard of conduct described above and; (b) A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

Section 6.4 No Limitation of Rights. The indemnification provided in this Article 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 of Directors, or otherwise, nor by any rights which are granted pursuant to C.R.S. §38-33.3-101, et seq., and the Colorado Revised Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 6.5 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 of Directors, the manager, committee members, or anyone acting at the direction of the Board, covering defense and liability expenses arising out of any action, suit or proceeding asserted against

the person by virtue of the person's actions on behalf of the Association or at the direction of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article.

## **ARTICLE 7 Bylaws**

Section 7.1 Amendments. These Bylaws may be amended by action of the Executive Board at a regular or special meeting of the Executive Board. No amendment shall serve to shorten the term of any Director, conflict with the Act, or delete any provision which must be contained in these Bylaws under the terms of the Act, or conflict with the Articles of Incorporation of the Association or the Declaration.

Section 7.2 Compliance with the Act. These Bylaws are intended to comply with the requirements of the Act. If any of these Bylaws conflict with the provisions of the Act, the provisions of the Act will govern the Association.

Section 7.3 Conflict between documents. In the case of any conflict between the Articles and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, or the Articles, the Declaration shall control.

## **ARTICLE 8 Services**

The Association, through a Managing Agent, shall provide services relating to the administration and operation of the Association and the Community, funded through the related payments from regular, Annual Assessments, as more fully described in the Declaration.

## **ARTICLE 9 Nonprofit Corporation**

The Association is organized as a nonprofit corporation pursuant to the Colorado Revised Nonprofit Corporation Act (the "Nonprofit Act"). All Association business and activities shall be performed in compliance with the Nonprofit Act. No Member of the Association, member of the Executive Board, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations of the Association, 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 Owner or member of the Executive Board. The foregoing, however, shall neither prevent nor restrict the following:

- (1) 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;
- (2) Any Member or Director may from time to time be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association; and

- (3) The distribution of any proceeds of insurance or from condemnation or the sale of the Community is as described in the Declaration.

## **ARTICLE 10 Obligation of the Owners**

All Owners of each Lot shall have one and the same registered mailing address and, if desired by such Owners, an electronic address to be used by the Association for mailing 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 of the Association within five (5) days after transfer of title and 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. Notwithstanding the foregoing, the Association shall be entitled to rely upon such registration or other notice of a change in address of the Owners of a Lot which is signed by less than all of the Owners of such Lot. 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, then the notice is held and available for the Owners at the principal office of the Association. The registered address may be changed from time to time by designation in accordance with this section. Notwithstanding the foregoing, any notice of a Meeting of the Members, including without limitation, the budget ratification meeting discussed in Section 8.5 of the Declaration, shall be hand delivered or sent prepaid by US mail to the registered mailing address.

## **ARTICLE 11 Committees**

The Executive Board of the Association may appoint such committees as deemed appropriate in carrying out its purposes, including but not limited to the Design Review Board, the Rules and Regulations Committee, the Membership & Engagement Committee, the Finance Committee, the Legal Committee, and the RMA Committee.

## **ARTICLE 12 Books and Records, Statement of Account**

Section 12.1 Inspection. The records of receipts and expenditures of the Executive Board and other books, records, and papers of the Association, including the Declaration, the articles of incorporation, and these Bylaws of the Association, as well as any Management Agreement and any rules and regulations of the Association shall be available for inspection during convenient weekday business hours by the Owners and their lenders and to holders, insurers or guarantors of First Mortgages at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 12.2 Statement of Account. Upon written request of an Owner of a Lot or any person with right, title or interest in a Lot or intending to acquire any right, title or interest in a Lot, the Association shall furnish a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the

Lot, the Owner of the Lot and the amount of assessments for the current fiscal period of the Association payable with respect to the Lot. Such statement shall be issued within fourteen (14) business days after receipt of such request by the Association.

Section 12.3 Financial Review. The financial statements of the Association shall be reviewed by the Treasurer, the Finance Committee, or by an independent certified public accountant on an annual basis. Financial statement audits may be conducted at the discretion of the Executive Board with the Association being responsible for any costs incurred.

### **ARTICLE 13 Fiscal Year**

The fiscal year of the Association shall be on a calendar year basis.

### **Certification**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Ironbridge Property Owners Association, a Colorado nonprofit corporation; and

That the foregoing Bylaws constitute the Updated Bylaws of that Association, as duly adopted by written action of the Executive Board of that Association to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary