

**BYLAWS**  
**OF THE**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**

**ARTICLE I**  
**GENERAL**

1.1 Purpose of Bylaws. These Bylaws are adopted for the regulation and management of the affairs of the Belmont Ridge Homeowners Association ("Association"). The Association has been organized as a Colorado not for profit corporation under the Colorado Revised Nonprofit Corporation Act (the "Act") to be and constitute the Association under the Declaration of Covenants Conditions and Restrictions for Belmont Ridge ("Declaration") recorded in the Office of the Clerk and Recorder of Larimer County, Colorado. The Declaration relates to certain real property identified therein located in Larimer County, Colorado which is now or is in the future made subject to the Declaration (the "Property").

1.2 Governing Law. The Articles of Incorporation of the Association, these Bylaws and the Declaration shall be governed by and subject to the Act and the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et seq.*, as amended ("CCIOA").

1.3 Terms Defined in Declaration. Terms used in these Bylaws, which are not defined herein, but are defined in the Declaration, shall have the definitions as set forth in the Declaration. As used in these Bylaws, the terms "Member" and "Owner" shall have the same meaning.

**ARTICLE II**  
**OFFICES**

2.1 Principal Office. The Executive Board, in its discretion, may fix and may change, from time to time, the location of the principal office of the Association.

2.2 Registered Office and Agent. The Act requires that the Association have and continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with such registered office. The registered office need not be the same as the principal office of the Association. The initial registered office and the initial registered agent are specified in the Articles of Incorporation of the Association but may be changed by the Association at any time, without amendment to the Articles of Incorporation, by filing a statement as specified in the Act.

ARTICLE III  
MEMBERS

3.1 Members. A "Member" is the Person, or if more than one, all Persons collectively, who constitute the Owner of a Lot within the Property. A Person's membership in the Association shall terminate automatically whenever that Person ceases to own a Lot, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under or in connection with the Association during the period of such ownership.

3.2 Classes of Members. The Association shall have one class of Members, consisting of all Owners.

3.3 Memberships Appurtenant to Lots. Each membership in the Association shall be appurtenant to the fee simple title to a Lot. The Person or Persons who constitute the Owner of fee simple title to a Lot shall automatically be the holder of the membership appurtenant to that Lot and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold a membership in the Association for each Lot owned by Declarant. However, the Association shall not be deemed a Member even if it owns a Lot.

3.4 Number of Votes. There shall be one membership in the Association for each Lot. The number of votes appurtenant to the membership appurtenant to each Lot shall be one. However, the Association shall not be entitled to a vote with respect to Lot(s) owned by it.

3.5 Voting by Multiple Owners. Splitting of the votes to which a Member is entitled shall not be allowed. If only one Owner of a Lot having multiple Owners is present at a meeting, that Owner may cast the vote appurtenant to that Lot. If more than one Owner of a Lot is present at a meeting, the vote associated with that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners of such Lot. There is majority agreement if any one of the multiple Owners casts the vote associated with that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

3.6 Voting by Proxy. Votes allocated to a Lot may be cast pursuant to a written proxy duly executed by an Owner. The proxy must identify the Lot for which it is given, be dated, be signed by the Owner, and be filed with the Association's Secretary at or prior to the meeting at which it is sought to be exercised. An Owner may not revoke a proxy except by actual notice of revocation given to the person presiding over the meeting at which such proxy is sought to be utilized. A proxy shall not be valid if obtained through fraud or misrepresentation. 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 provides otherwise. A proxy shall cover all votes which the Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. If a Lot is owned by more than one Owner, each Owner of the Lot may vote or register protest to the casting of a vote by the other Owners of the Lots through a duly elected proxy.

3.7 Suspension of Voting Rights. The Executive Board may suspend the voting rights of a Member, without Notice and Hearing pursuant to Article IX of these Bylaws, during any period in which such Member is delinquent in the payment of any Assessment, pursuant to the terms and conditions of the Association's Collection Policy. In the event that a Member is in violation of any other provision of the Declaration or any Rule and Regulation of the Association, the Executive Board may suspend such Member's voting rights only after Notice and Hearing pursuant to Article IX of these Bylaws. Such suspension shall be for no more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction such suspension may be imposed for so long as the violation continues.

3.8 Transfer of Memberships on Association Books. Transfers of memberships in the Association shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous Owner of the Lot as the Member entitled to all rights in connection therewith, including the rights to vote and to receive notices.

3.9 Obligation of Members. Each Member shall have all of the obligations imposed upon a Member in the Articles of Incorporation, these Bylaws and the Declaration including, but not limited to, the duty to pay all Assessments as provided for in the Declaration.

3.10 Ballot Counting. 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 Executive Board or another person presiding during that portion of the meeting. The volunteers must not be Directors and, in the case of a contested election for an Executive Board position, must not be candidates.

3.11 Rejection of Vote, Proxy, Etc. The Association is entitled to reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Owner. The Association and its officer or agent who accepts or rejects a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this section are not liable in damages for the consequences of the acceptance or rejection. Any action of the Association based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation under this section is valid unless a court of competent jurisdiction determines otherwise.

ARTICLE IV  
MEETINGS OF MEMBERS

4.1 Place of Meetings. Meetings of Members shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Executive Board and specified in the notice of the meeting.

4.2 Annual Meetings of Members. Annual meetings of Members shall be held each year, on such day and month and at such time of day as is fixed by the Executive Board and specified in the notice of meeting. Annual meetings of Members shall be held to elect Directors of the Association and to transact such other business as may properly come before the meeting.

4.3 Special Meetings of Members. Special meetings of Members may be called by the President, by a majority of the Executive Board, by the Declarant during the Declarant Control Period, or by written demand of Members representing at least twenty percent (20%) of the total votes of all Members. A demand for a special meeting made by the Members must include the time and place of the meeting, the items on the agenda, and a description of the purpose or purposes for which it is to be held, including the nature of any proposed amendment to the Articles of Incorporation, Declaration or Bylaws, any budget changes, and any proposal to remove any officer or director at the meeting. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

4.4 Record Date. For the purpose of determining Members entitled to notice of any meeting of Members, the Executive Board may fix, in advance, a date as the record date for any such determination of Members. The record date shall be not more than thirty (30) days prior to the meeting of Members or the event requiring a determination of Members. If no record date is fixed for determining the Members entitled to notice of a meeting of the Members, Members at the close of business on the business day preceding the day on which the meeting is held are entitled to notice of the meeting.

4.5 Voting List. The list of Members who are entitled to vote at the meeting, including the number of votes each Member is entitled to vote at the meeting, shall be available for inspection at any time prior to and during the Meeting, by any Member at the time, for the purposes, and in the manner provided in the Act. Any Member who is delinquent in Assessments, except small balance accounts referred to in the Collection Policy, are not entitled to vote at the meeting. The delinquent member may attend but cannot vote.

4.6 Notice of Members' Meetings. Not less than ten (10) nor more than fifty (50) days in advance of any meeting of the Members, the Secretary or other officer of the Association shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Owner or to any other mailing address designated in writing by such Owner. If requested in writing by an Owner, notice of regular and special meetings of the Members can be given by e-mail. The notice of an annual meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, and budget changes and any proposal to remove an officer or director. The notice shall also include the number of open positions on the Board for which an election

will be held and shall identify any other matters that are known will come before the meeting. To the extent posting is feasible and practical, notice of any meeting of Members, whether regular or special, shall be posted in a conspicuous place within the Property or on the Association's website.

4.7 Proxies. A Member shall be entitled to vote by proxy at any meeting of Members in accordance with the Act and these Bylaws.

4.8 Quorum at Members' Meetings. The presence in person or by proxy of Members entitled to cast at least fifteen percent (15 %) of the votes of all Members shall constitute a quorum at any meeting of Members. Members present at a duly organized meeting of Members may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum.

4.9 Adjournment of Members' Meetings. Members, by a vote of a majority of the votes of the Members present at any meeting of Members, may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than an announcement at the meeting as to the new date, time or place of the meeting, for a total period or periods not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting that is held without notice other than announcement at the meeting, the quorum requirement shall be reduced to ten percent (10%).

4.10 Vote Required at Members' Meetings. At any meeting of Members, if a quorum is present, a majority of the votes present in person and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion or the consent of the Declarant or some other party is required by law, the Declaration, the Articles of Incorporation or these Bylaws.

4.11 Cumulative Voting Not Permitted. Cumulative voting by Members in the election of Directors shall not be permitted.

4.12 Order of Business. The order of business at all meetings of Members shall be as follows: (a) call to order; (b) proof of notice of meeting or waiver of notice; (c) establishment of quorum; (d) approval of minutes of the preceding meeting; (e) reports of officers; (f) reports of committees; (g) election of inspectors of election (at annual meetings or special meetings held for the election of Directors); (h) election of Directors (at annual meetings or special meetings held for such purpose); (i) unfinished business; (j) new business; and (k) open forum.

4.13 Officers of Meetings. The President of the Association shall act as chairman and the Secretary of the Association shall act as secretary of any meeting of Members. In the absence of the President, the Vice President, the Secretary or the Treasurer, in that order, shall act as chairman of the meeting. In the absence of the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer, in that order, shall act as secretary of the meeting. The chairman and the secretary cannot be performed by the same person. The Executive Board may appoint the Management in attendance to act as the Secretary to take minutes of the meeting.

4.14 Waiver of Notice. A waiver of notice of any meeting of Members, signed by a Member, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Member. Attendance of a Member at a meeting of Members shall constitute waiver of notice of such meeting except when the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

4.15 Waiver of Objection. A Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting, which is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

4.16 Action Without a Meeting – Written Ballot. Any action, which may be taken at an annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of votes for approval of the action equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than the election of Directors; (c) specify the time by which a ballot must be received by the Association in order to be counted; and (d) be accompanied by written information sufficient to permit each Member casting such ballot to reach an informed decision of the matter. No Member, other than Declarant, may revoke its written ballot.

4.17 Action Without Meeting – Written Consent. Any action, required or permitted to be approved by the Members may be approved without a meeting of the Members if a sufficient number of the Members entitled to vote on such action consent to such action in writing and such written consent is received by the Association within sixty (60) days (or such shorter period of time as established by the Executive Board) after information regarding or requesting the consent is sent to the Members. Approval by written consent shall be valid only when the consent is signed by Members who hold a number of votes which equals or exceeds the number of votes that would be required to approve the matter at a meeting at which all of the votes of Members entitled to vote thereon were cast. Unless another record date is fixed, as provided in these Bylaws, the record date for determining the Members entitled to take action without a meeting and the number of votes represented by the Members is the date the first Member signs the consent. Written notice of Member approval pursuant to this Section shall be given to all Members who have not signed the consent. If written notice is required, Member approval pursuant to this Section shall be effective ten (10) days after such written notice is given.

4.18 Secret Ballot. At the discretion of the Executive Board or upon the request of 20% of the votes held by Members who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter on which all Members are entitled to vote shall be by secret ballot. The results of a vote taken by secret ballot shall be reported without

reference to the names, addresses, or other identifying information of Owners participating in such vote.

ARTICLE V  
EXECUTIVE BOARD

5.1 General Powers and Duties of Board. The affairs of the Association shall be managed by an Executive Board. The Executive Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Executive Board shall have the power to exercise or cause to be exercised for the Association, all of the powers, rights and authority of the Association not reserved to Members in the Declaration, the Articles of Incorporation, these Bylaws, CCIOA or the Act.

5.2 Special Powers and Duties of Board. Without limiting the foregoing statement or general powers and duties of the Executive Board or the powers and duties of the Executive Board as set forth in the Declaration, the Executive Board of the Association shall be vested with and responsible for the following specific powers and duties:

(a) Assessments. To fix and levy from time to time Assessments upon the Owner and Members of the Association as provided in the Declaration; to determine and fix the due date for the payment of such Assessments and the date upon which the same shall become delinquent; and to enforce the payment of such delinquent Assessments as provided in the Declaration and the Collection Policy.

(b) Insurance. To obtain and maintain insurance coverage in accordance with the provisions of the Declaration.

(c) Association Property. To maintain all of property for which the Association has maintenance responsibility (the "Association Property") and, in connection therewith, to contract for and pay bills for maintenance, legal service, accounting service, landscaping, common utilities and other materials, supplies and services relating to the Association Property, and to employ personnel necessary for the care and operation of the Association Property and to contract and pay for necessary improvements on the Association Property.

(d) Agents and Employees. To select, appoint, and remove all officers, agents and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and these Bylaws and to fix their compensation.

(e) Borrowing. To borrow money and to incur indebtedness for the purposes of the Association with the approval of Members and, during the Declarant Control Period the approval of the Declarant, or as otherwise permitted in the Declaration, and to cause to be executed and delivered therefore, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt

and securities therefore, subject to any applicable restrictions in CCIOA, including without limitation, any restrictions set forth in C.R.S. § 38-33-312. Unsecured Declarant advancements during the Declarant Control Period shall not require approval of the Members.

(f) Enforcement. To administer and enforce the provisions of the Declaration, the Rules, these Bylaws or other agreements of the Association.

(g) Delegation of Powers. To delegate its powers according to law.

(h) Easements. To grant easements where necessary for utilities and other facilities over the Association Property to serve the Property or as otherwise permitted in the Declaration.

(i) Rules and Regulations. To adopt Rules and Regulations as the Board may deem necessary for the management of the Property. The Rules and Regulations may concern, without limitation, use of the Property; signs and parking restrictions; common collection and disposal of refuse; the provision of water and sewer service; restrictions and limitations on Guest use of Association Property; minimum standards of property maintenance consistent with the Declaration, guidelines, restrictions and regulations for the review and approval of Improvements; and any other matters within the jurisdiction of the Association as provided in the Declaration.

(j) Budget. To prepare no less frequently than annually a budget of estimated Common Expenses and all other expenses, costs and fees related to or in connection with any obligations or activities undertaken by the Association or as otherwise permitted or required in the Declaration. Notwithstanding anything in these Bylaws to the contrary, the budget shall be adopted in the manner provided in the Declaration.

(k) Governance Policies. To adopt and amend from time to time responsible governance policies pursuant to Section 209.5 of CCIOA.

(l) Administration. In general, to carry on the administration of the Association and to do all things necessary and responsible in order to carry out the intents and purposes of the Declaration.

5.3 Number of Directors. There shall be no less than three (3) and no more than five (5) directors. The Executive Board shall initially consist of three (3) directors. Upon expiration of the Period of Declarant Control, the number of Directors shall remain three (3). However, the initial Executive Board elected by the Members after the Declarant Control Period is over may choose to increase the number of Directors up to five(5) by holding an election meeting.

5.4 Qualifications of Directors. A Director must be an Owner of a Lot, or, if an Owner is a natural person, the spouse or an immediate family member of the Owner, or, if the Owner is a partnership, corporation, limited liability company or other entity or a trust, a natural person who is an authorized agent, or who is the spouse or immediate family member of an

authorized agent, of the entity or trust (i.e., a partner of a partnership, an officer or director of a corporation, a member or manager of a limited liability company, a trustee or beneficiary of a trust, or a person in a similar capacity of any other entity); provided, however, that Directors appointed by the Declarant need not be Owners. If an Owner conveys or transfers title to his Lot, or if a Director otherwise ceases to meet the requirements for qualification as stated above, such term as a Director shall immediately terminate, and a new Director shall be appointed by the remaining Executive Board members to fill the vacancy until the next annual meeting of Members

5.5 Election of Directors. During the Declarant Control Period, as defined below, the Declarant shall have the right to appoint and remove all of the members of the Executive Board, provided that not later than sixty (60) days after conveyance of 25% of the Lots that may be created under the Declaration to purchasers other than Declarant, at least one and not less than twenty-five percent (25%) of the directors shall be elected by Owners other than the Declarant. No later than sixty (60) days after conveyance of 50% of the Lots that may be created under the Declaration to purchasers other than Declarant, not less than one-third of the directors must be elected by Owners other than Declarant. Within thirty (30) days after the expiration of the Declarant Control Period, all of the members of the Executive Board shall be elected by Owners other than Declarant.

The "Declarant Control Period" means all time prior to sixty (60) days after the earlier to occur of the following: (a) the conveyance of 75% of the Lots that may be created to Persons other than a Declarant; (b) two years after the last conveyance of a Lot by the Declarant in the ordinary course of business; and (c) two years after Declarant's right to add property to the Community was last exercised.

5.6 Secret Ballot. Votes for contested positions on the Executive Board shall be taken by secret ballot, the results of which shall be reported without reference to the names, addresses, or other identifying information of Owners participating in such vote.

5.7 Term of Office of Directors. The normal term of office for directors shall be three (3) years. However, in order to stagger the election of directors, the initial terms of the directors elected by the Members, after the Declarant Control Period has expired, shall be staggered as determined by the Executive Board for one director a term of one (1) year, another director a term of two (2) years and the third director a term of three (3) years. If additional Owners are elected to the Board, up to five (5) directors, then the additional two (2) directors shall have a term of two (2) years, except that the initial additional directors shall have staggered terms with one (1) initial additional director having a one (1) year term and one (1) initial additional director having a two (2) year term.

5.8 Removal of Directors. Directors (other than Directors appointed by Declarant) may be removed, with or without cause, upon a vote of a two-thirds of the Owners present and entitled to vote at a meeting called for such purpose and at which a quorum is present. At the meeting where a director is removed, a successor shall be elected to fill the vacancy for the remainder of the removed director's term. If a Director is delinquent in payment of Assessments,

or after Notice and Hearing is found to be in violation of any Association Documents, such Director may be removed by the majority vote of all of the other Directors.

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

5.10 Vacancies in Directors. Any vacancy occurring on the Executive Board shall, unless filled in accordance with Section 5.8 of these Bylaws or by election at a special meeting of Members, be filled by the affirmative vote of a majority of the remaining Directors, even if less than a quorum of the Executive Board. A Director elected or appointed to fill a vacancy shall be elected or appointed until the next Annual Meeting at which an election shall be held. If no one runs for or is elected as a replacement Director as such meeting, the remaining Directors may appoint the replacement Director, who shall serve until a replacement Director is elected at a subsequent meeting of the Members.

5.11 Committees of Association. The Executive Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees of the Executive Board, which may consist of or include Members or other persons who are not Directors. Any such committee shall have and exercise such authority as shall be specified in the resolution creating such committee except such authority as can only be exercised by the Executive Board. The person appointed to preside over any such committee must meet the same qualifications as are required by these Bylaws for appointment to the Executive Board.

5.12 General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Executive Board, or any individual Director, of any responsibility imposed upon it or him or her by law. All committee members shall serve at the pleasure of the Executive Board. The provisions of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of Directors shall be applicable to meetings of committees of the Executive Board. Committees established by the Executive Board shall keep regular minutes of their proceedings and shall report the same to the Board as required by the Board.

5.13 Managing Agent. The Executive Board may designate and appoint a managing agent ("Manager"). A Manager shall have and exercise those powers and shall fulfill those duties of the Executive Board as assigned to the Manager through resolution or agreement by the Executive Board. Any such resolution or agreement may delegate all or substantially all of the powers and duties of the Executive Board to any such Manager, but the Executive Board or agent, in delegating powers and duties to any Manager, shall not be relieved of its responsibilities under the Declaration. The Manager shall maintain fidelity insurance coverage or a bond in such minimum amounts as required under CCIOA or any other applicable law; keep and maintain all funds and accounts of the Association separate from the funds and accounts of such Manager or other associations managed by such Manager, and maintain all reserve accounts of each other association so managed separate from operational accounts of the Association, as

required under CCIOA or any other applicable law; and prepare and present an annual accounting for Association funds and a financial statement to the Association as required under CCIOA or any other applicable law. The terms of any contract with a Manager shall comply with CCIOA.

ARTICLE VI  
MEETING OF DIRECTORS

6.1 Place of Directors' Meetings. Meetings of the Executive Board shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Executive Board and specified in the notice of the meeting.

6.2 Annual Meeting of Executive Board. Annual meetings of the Executive Board shall be held, without notice, immediately after and at the same place as the annual meeting of Members. The business to be conducted at the annual meeting of Directors shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting.

6.3 Other Regular Meetings of Directors. The Executive Board shall hold regular meetings at least annually and may, establish in advance the times and places for such regular meetings. No prior notice of any regular meetings need be given.

6.4 Special Meetings of Directors. Special meetings of the Executive Board may be called by the President or any member of the Executive Board. The Person or Persons calling the special meeting may fix the place, within or convenient to the Property, as the place for holding any special meeting of the Executive Board.

6.5 Notice of Executive Board' Meetings. In the case of all meetings of Directors for which notice is required, notice stating the place, day and hour of meeting shall be delivered not less than three (3) nor more than thirty (30) days before the date of the meeting, by mail, facsimile, telephone or personally, by or at the direction of the President or the persons calling the meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where 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.

6.6 Proxies. For purposes of casting a vote for or against a particular proposal, a Director shall be deemed to be present at a meeting and to vote if the Director has granted a signed written proxy to another Director who is present at the meeting, authorizing the other Director to cast the vote on the matters presented at that meeting and/or a particular proposal that is described with reasonable specificity in the proxy.

6.7 Quorum of Directors. A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business.

6.8 Adjournment of Board Meetings. Directors present at any meeting of the Executive Board may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods not to exceed thirty (30) days after the date set forth the original meeting. At any adjourned meeting which is held without notice other than announcement at the original meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which may have been transacted at the meeting as originally called.

6.9 Purpose of Special Meeting. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6.10 Vote Required at Board Meeting. At any meeting of the Executive Board, if a quorum is present, a vote of a majority of the Directors present in person and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by CCIOA, the Declaration, the Articles of Incorporation or these Bylaws.

6.11 Order of Business. The order of business at all meetings of the Executive Board shall be as follows: (a) call to order; (b) homeowner forum; (c) approval of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business.

6.12 Officers at Meetings. The President shall act as chairman and the Executive Board shall elect an officer to act as secretary at all meetings of Directors.

6.13 Waiver of Notice. Any meeting of the Executive Board, however called and noticed or wherever held, shall be as valid as when taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

6.14 Open Meetings. All meetings of the Executive Board and any committee thereof shall be open to all Members. Agendas for meetings of the executive board shall be made reasonably available for examination by all Members or their representatives. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Members or their designated representatives shall be permitted to speak regarding the issue. The Board may impose reasonable time restrictions on any Member that may speak and the number of persons who may speak on either side of an issue.

6.15 Executive Session. The Executive Board and any committee of the Executive Board may adjourn a meeting and reconvene in executive session to discuss and vote upon matters pertaining to employees of the Association; the Manager's contract; the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association; 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;

investigate proceedings concerning possible or actual criminal misconduct; matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure; any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; review of or discussion relating to any written or oral communication from legal counsel; or any other matter as otherwise permitted by CCIOA and the Act. Prior to convening an executive session, the general matter of discussion to be considered in the executive session shall be announced in open session. The minutes of the meeting at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Upon the final resolution of any matter for which the Executive Board received legal advice or that concerned pending or contemplated litigation, the Executive 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. No rule or regulation of the Executive 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.

6.16 Telephonic Meetings. The Executive Board shall permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in the meeting by this means is deemed to be present at the meeting.

6.17 Action of Directors Without a Meeting. Any action to be taken at a meeting of the Executive Board or any action that may be taken without a meeting, may be taken by a written document setting forth the action so taken signed by a number of Directors which equals or exceeds the minimum number of Directors necessary to take action at a meeting at which all of the Directors then in office were present and voted, and such consent shall have the same force and effect as an action taken at a meeting of the Executive Board. The proposed written consent shall be provided to each of the Directors. Any Director may demand that the action not be taken without a meeting or that they can abstain from voting. Any Director who has not responded in the time frame allocated in the action item received by the Association shall have waived the right to demand that the action not be taken without a meeting and will be considered to have abstained from voting.

## ARTICLE VII OFFICERS

7.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Executive Board may appoint such other officers, including one or more Assistant Vice Presidents, Secretaries or Treasurers, as it shall deem desirable. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Executive Board. Any two or more offices may be held by the same

person, except the offices of President and Secretary or President and Treasurer may not be held by the same person.

7.2 Qualifications of Officers. An officer must be eighteen years of age or older. An officer may be re-elected, and there shall be no limit on the number of terms that an officer may serve. The President must be a member of the Executive Board, but the other officers need not be Directors.

7.3 Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Executive Board at the first meeting of the Executive Board during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Executive Board until the next Annual Meeting at which an election shall be held for the open position.

7.4 Removal. If a Director is serving as an officer, and is removed as a director pursuant to Section 5.8 of these Bylaws, such removal shall also automatically terminate such Person's service as an officer. Any officer that is not also a Director may be removed by a majority vote of the Executive Board in the sole discretion of the Board.

7.5 Resignation. Any officer may resign at any time by giving written notice to the Executive Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

7.6 President. The President shall be the chief executive officer of the Association and shall: (a) act as presiding officer at all meetings of the Members and the Executive Board; (b) call special meetings of the Members and the Executive Board; (c) sign, with the Secretary or Treasurer if the Executive Board so requires, all checks, contracts, promissory notes, leases, subleases, amendments to the Declaration, and other instruments on behalf of the Association, except those which the Executive Board specifies may be signed by other persons; (d) perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Executive Board are carried out; and (e) act as an ex-officio member of all committees of the Executive Board and the Members.

7.7 Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Executive Board.

7.8 Secretary. The Secretary shall have the following duties and responsibilities: (a) attend all regular and special meetings of the Members, and the Executive Board and keep all records and minutes of proceedings thereof or cause the same to be done; (b) have custody of the corporate seal, if any, and affix the same when necessary or required; (c) attend to all correspondence on behalf of the Executive Board, prepare and serve notice of meetings and keep membership books; and (d) have custody of the minute book of the meetings of the Executive Board and the meetings of the Members and act as agent for the transfer of the corporate books. .

If the Association appoints a Manager, it shall be proper to delegate any or all of the Secretary's functions to the Manager as approved by the Executive Board.

7.9 Treasurer. The Treasurer shall: (a) receive money as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Executive Board, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Association which he shall keep safely deposited; (b) supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver the books to his successor; (c) prepare and distribute to all of the members of the Executive Board prior to each annual meeting and whenever else required a summary of the financial transactions and condition of the Association from the preceding year; and (d) make a full and accurate report on matters and business pertaining to his office to the Members and the Members at the annual meeting and make all reports required by law. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. If the Association appoints a Manager, it shall be proper to delegate any or all of the Treasurer's functions to the Manager as approved by the Executive Board.

7.10 Bonds. The Association shall require and, in any event, the Association may obtain fidelity bonds covering officers or other Persons handling funds of the Association per the requirements of the Declaration.

7.11 Execution of Amendments to the Declaration. Any amendment to the Declaration which is approved in the manner provided in the Declaration may be prepared, executed, certified and recorded on behalf of the Association by the President or a Vice President and the Secretary or an Assistant Secretary of the Association or such other officers of the Association as may be so authorized by the Executive Board.

#### ARTICLE VIII INDEMNIFICATION OF OFFICIALS AND AGENTS

8.1 Certain Definitions. A "Corporate Official" shall mean any officer, Director or member of a committee of the Executive Board of the Association (including the Architectural Review Committee), and any former Director, officer or member of a committee of the Executive Board of the Association (including the Architectural Review Committee). A "Corporate Employee" shall mean any employee and any former employee of the Association. "Corporate Official" and "Corporate Employee" shall include an officer, director, agent or employee of Declarant or of any Manager employed by the Association, provided such Persons are or were elected and acting as a current or former Member, Director, officer or employee of the Association.

8.2 Right of Indemnification. To the full extent permissible under the Act, the Association shall indemnify any Corporate Official and may, in the discretion of the Executive Board (but it is not in any way obligated to), indemnify any Corporate Employee against any and all expenses reasonably incurred by or imposed upon him in connection with, arising out of, or resulting from, any action, suit or proceeding in which he may be involved or to which he is or may be made a party by reason of (a) actual or alleged error or misstatement or misleading

statement or act or omission or neglect or breach of duty while acting in his official capacity as a Corporate Official or Corporate Employee, or (b) any matter claimed against him solely by reason of his being a Corporate Official or Corporate Employee, which expenses shall include, without limitation, all legal fees and costs incurred, including expert witness fees from the time the claim is first asserted until resolved. The right of indemnification shall extend to all matters as to which a majority of disinterested Directors of the Association by resolution or independent legal counsel shall determine that the Corporate Official or Corporate Employee acted in good faith and (i) in the case of conduct in an official capacity of the Association, the Corporate Official or Corporate Employee had reason to believe that the conduct was in the best interests of the Association; (ii) in all other cases, that the conduct was at least not opposed to the Association's best interests; and (iii) in the case of any criminal proceeding, had not reasonable cause to believe his conduct was unlawful. The right of indemnification shall not extend to matters as to which the Corporate Official or Corporate Employee is finally adjudged to be liable to the Association, or, in the case of any other proceeding, that the Corporate Official or Corporate Employee was adjudged liable on the basis that he derived an improper personal benefit, except to the extent a court may determine, upon application, that despite such adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity. The Association shall indemnify a Corporate Official or Corporate Employee who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Corporate Official or Corporate Employee was a party because he or she was a Corporate Official or Corporate Employee against reasonable expenses incurred by such person in connection therewith. The right of indemnification shall not extend to any matter as to which said indemnification would not be lawful under the laws of the State of Colorado.

8.3 Advances of Expenses and Defense. The Association may advance expenses to, or, where appropriate, may undertake the defense of, any Corporate Official or Corporate Employee in an action, suit or proceeding provided that the Corporate Official or Corporate Employee shall agree, in writing, to reimburse the Association for the expenses advanced or for the costs and expenses of such defense if it should ultimately be determined that the Corporate Official or Corporate Employee is not entitled to indemnification under this Article or the Act.

8.4 Rights Not Exclusive. The right of indemnification herein provided shall not be exclusive of other rights to which such Corporate Official or Corporate Employee may be entitled as a matter of law. The Association may indemnify any Corporate Official, Corporate Employee or any other Person in any other manner now or hereafter permitted under the Act or any other applicable Law in effect at the time of indemnification. To the extent the Act or any other applicable Law permits the authority to indemnify or the right to indemnification to a degree that is greater than that set forth herein, these Bylaws shall be deemed to extend the authority of the Executive Board to indemnify, in its discretion, such Corporate Officials and Corporate Employees to the extent provided in the Act or such other applicable Law.

8.5 Directors and Officers Insurance. The Association may per the Declarant purchase and maintain insurance on behalf of a Corporate Official or Corporate Employee against liability asserted against or incurred by such Corporate Official or Corporate Employee arising from that person's status as Corporate Official or Corporate Employee regardless of

whether or not the Association would have the power to indemnify that person against the same liability pursuant to this Article VIII.

ARTICLE IX  
NOTICE AND HEARING PROCEDURE

9.1 Right to Sanction. The Executive Board shall have the right to impose a fine, suspend voting or suspend any other rights of a Member, Family Member, Guest or other user of the Property or take any other action for violations of the Declaration, the Rules, these Bylaws or of any of the provisions of the Association Documents in the manner prescribed in these Bylaws, the Declaration and the Compliance Policy.

9.2 Right to Hearing. The Executive Board will not impose a fine, suspend voting or suspend any other rights of a Member, Guest or other user of the Property for violations of the Declaration, the Rules, these Bylaws or of any of the provisions of the Association Documents unless and until the procedures set forth in the Association's Compliance Policy have been followed, except no notice or hearing shall be required where an emergency exists or, if permitted by the Association Documents, the Executive Board commences an action in a court of law.

9.3 Nonpayment of Assessment. A notice and hearing is not required in order for the Association to impose any sanction for nonpayment of an Assessment, including, but not limited to, imposing default interest, charging a late charge, assessing collection costs and attorney fees and commencing and prosecuting a foreclosure action. The Notice and Hearing procedures are required before imposing any other sanctions for nonpayment of an Assessment.

ARTICLE X  
BOOKS AND RECORDS

10.1 Duty to Keep Books. The Association shall keep correct and complete books and records of account and shall keep, at its principal office in Colorado, a record of the names and addresses of its Members. All books and record of the Association, including the Articles of Incorporation, these Bylaws and minutes of meetings of Members and Directors may be inspected by any Member, or his authorized agents. The Association shall make copies of financial information and copies of Association Documents available to the Owners in the manner required by CCIOA and per the Inspection of Records Policy adopted by the Board

10.2 Fiscal Year. The fiscal Year of the Association shall begin on January 1 and end the succeeding December 31, except that the first fiscal year shall begin on the date of incorporation. The fiscal year may be changed by the Executive Board without amending these Bylaws.

10.3 Annual Notice. So long as required by CCIOA, the Association shall provide all Owners at least once per year the name of the Association; the name of the common interest community; the name of the Association's designated agent or management company, if any; and the date of recording and recording information for the Declaration which recording

information shall include the reception number or book and page number for the Declaration. The Association will notify all Owners of the address and phone number of the Association and the designated agent or management company.

ARTICLE XI  
MISCELLANEOUS

11.1 Amendment of Bylaws. The Members, at a meeting called for that purpose, may alter, amend or repeal these Bylaws and adopt new Bylaws by two-thirds of all of the votes of the Members, without regard to the total number of votes cast. In addition, during the Declarant Control Period, any such alteration, amendment or repeal must be approved in writing by the Declarant. The Executive Board shall not have the power to alter, amend or repeal these Bylaws or to adopt new Bylaws. The Bylaws may not contain any provision for the regulation or management of the affairs of the Association that is inconsistent with law, the Declaration or the Articles of Incorporation.

11.2 Amendments During Declarant Approval Period. Any amendment to the Articles of Incorporation or these Bylaws, which is required to be approved by Declarant, shall be effective only if Declarant approves the amendment in writing.

11.3 Compensation of Officers and Directors. No Director shall have the right to receive any compensation from the Association for serving as such Director except for reimbursement of expense as may be approved by resolution of disinterested members of the Executive Board, but by resolution of the Executive Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular and special meeting of the Board. Officers, agents and employees may receive such reasonable compensation as may be approved by the Executive Board. Appointment of a Person as an officer, agent or employee shall not, of itself, create any right to compensation.

11.4 Seal. The Executive Board may, but shall not be required to, adopt a seal for the Association.

11.5 Loans to Directors and Officers Prohibited. No loans shall be made by the Association to its Directors or officers and any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

11.6 Limited Liability. As provided in the Declaration, the Association, the Executive Board, the Architectural Review Committee, Declarant and any member, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act if the action taken or failure to act was in good faith and without malice.

11.7 Notice of Meetings. Any notice to be given under these Bylaws shall be given in writing unless otherwise provided in these Bylaws. Written notice may be given to a Member in any manner permitted by the Act. Written notice is effective as of the earliest date provided in the Act.

11.8 Minutes and Presumptions Thereunder. Minutes or any similar record of the meetings of Members or of the Executive Board shall be presumed to truthfully evidence the matters set forth therein once approved by the Board. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

11.9 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons, and such manner as, from time to time, shall be determined by resolution of the Executive Board.

11.10 Execution of Documents. The Executive Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Executive Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

11.11 Conflict Between Documents. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control.

11.12 Nonprofit Corporation. The Association is organized to be a not for profit corporation. No Member of the Association or Member of the Executive Board shall receive or be lawfully entitled to receive any pecuniary profit from the operations of the Association. The foregoing shall neither prevent nor restrict reasonable compensation which 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 or from any Member or Director from being reimbursed, from time to time, for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

11.13 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, including notices to Members. The registered address of an Owner or Owners shall be furnished by such Owners to the Secretary of the Association within five (5) days after transfer of title. The registration shall be written form and signed by all Owners of the Lot whereby such Persons as are authorized by law to represent the interest of all Owners thereof. If no such address is registered, or if all of the Owners of a Lot cannot agree, then the address for the Lot as set forth in the records of the Larimer County, Colorado Assessor's Office shall be the registered address for purposes of these Bylaws until another registered address is furnished as required under this Section. The registered address of the Owner of a Lot may be changed from time to time by written designation in accordance with this Section.

CERTIFICATE OF SECRETARY

I, CARMEN LIKINS, do hereby certify:

1. I am duly elected and acting Secretary of the Belmont Ridge Homeowners Association, a Colorado nonprofit corporation; and

2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the Executive Board of the Association as of September 3, 2010.

Carmen M. Likins