

**Amended and Restated**  
**Bylaws of**  
**Meadowbrook Heights Second Subdivision Homeowner's Association, Inc.**

**Recitals:**

Meadowbrook Heights Second Subdivision Homeowner's Association, a Colorado nonprofit corporation ("Association"), certifies that:

- (1) The Association desires to amend and restate the Bylaws currently in effect as set forth below.
- (2) The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and all Amendments.
- (3) The Bylaws of the Association are hereby amended by striking in their entirety Articles 1 through 11, inclusive, and by substituting the following:

**Article 1. Introduction and Purpose**

Section 1.1 Introduction. These Amended and Restated Bylaws are adopted for the regulation, management, and governance of the affairs of the Association. The Association was organized as a Colorado nonprofit corporation under Colorado Law to act as the Association under the Declaration of Protective Covenants, Conditions, and Restrictions for Meadowbrook Heights Second Subdivision Homeowner's Association, as may be amended (the "Declaration").

Section 1.2 Purpose. In accordance with the provisions of the Declaration, the Association shall have the responsibility of constructing, maintaining, repairing, replacing, operating, and otherwise providing for the continued use and operation of the Common Areas; adopting the budgets, establishing, and collecting all assessments; otherwise providing for and regulating the use of the Common Areas; and carrying out such functions, and exercising such powers as are granted by the Declaration, the Articles of Incorporation, the Colorado Nonprofit Corporation Act, and the applicable provisions of the Colorado Common Interest Ownership Act.

Section 1.3 Definitions.

Articles of Incorporation. The Articles of Incorporation refer to the highest governing document depicting the way the Association is formally organized and officially brought into existence.

Association. "Association" shall mean and refer to the Meadowbrook Heights Second Subdivision Homeowner's Association, Inc., a Colorado Nonprofit Corporation, its successors, and assigns. Members of the Association shall be the

owners of Lots as hereinafter defined and as described in the Declaration of the Association.

Board of Directors. The "Board" shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.

Declarant. The builder or developer of a community.

Declaration. Also known as "Covenants" or the "Declaration of Protective Covenants, Conditions, and Restrictions". The Declaration is the rules and regulations that have been adopted by the Community.

Successor. One or more persons who have been assigned or otherwise succeeded to all or portion of the Declarant's Development Rights, Special Declarant Rights, and/or rights to control the Association.

Section 1.4 No Waiver. The omission or failure of the Association or an Owner to enforce the covenants, conditions, easements, uses, limitations, obligations, or other provisions of the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors or the managing agent shall have the right to enforce the same at any time.

## **Article 2. Membership and Voting**

Section 2.1 Membership. Every person who is a recorded title Owner of any Lot within Meadowbrook Heights Second Subdivision shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership.

Section 2.2 Transfer of Membership. A transfer of membership shall occur automatically upon transfer of title of the Lot to which the membership pertains. Transfers of membership shall be made in the books of the Association upon presentation of evidence, satisfactory to the Association, of transfer of ownership of the Lot to which the membership is appurtenant. Every member shall give written notice to the Secretary of the Association of their current or changed mailing and email addresses. In addition, each member who encumbers their Lot shall notify the Secretary of the Association of the name, phone number, address, and email address of the beneficiary of such encumbrance and shall likewise notify the Secretary of any release or discharge of such encumbrance.

Section 2.3 Member Voting. Each Lot shall be allocated one (1) vote which shall be cast as a single vote no matter the number of recorded title Owners of any Lot. Reasonable evidence may be required to prove that a person voting on behalf of a corporation, partnership, limited liability company, or trust is qualified to vote on behalf of such entity.

- a) Fractional and cumulative voting is prohibited.
- b) If the ownership of the Lot is held by more than one person, and only one of them is present at a meeting of the Association, such individual is entitled to cast the vote allocated to that Lot. If more than one of the multiple co-owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the co-owners of that Lot. Majority agreement exists if any one of the multiple co-owners of the Lot casts the vote allocated to that Lot without protests being made promptly to the person presiding over the meeting by any of the other co-owners of the Lot.
- c) If a Lot is owned by a corporation, the vote allocated to that Lot may be cast by any officer of that corporation in the absence of express notice from that corporation of the designation of a specific person authorized to cast such vote.
- d) If a Lot is owned by a partnership, the vote allocated to that Lot may be cast by any general partner of that partnership in the absence of express notice from the partnership of the designation of a specific person authorized to cast such vote.
- e) If a Lot is owned by a limited liability company, the vote allocated to that Lot may be cast by any member or manager of that limited liability company in the absence of express notice from the limited liability company of the designation of a specific person authorized to cast such vote.
- f) If a Lot is owned by a trust, the vote allocated to that Lot may be cast by the trustee in the absence of express notice from the trustee of the designation of a specific person authorized to cast such vote.

Section 2.4 Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of the Members, the Board of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall be final and binding.

Section 2.5 Suspension of Voting Rights. During any period in which an Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees, and cost levied by the Association, such Owner's voting rights shall be deemed suspended by the Board of Directors, without notice or hearing, until the Assessment has been paid in full to the Association. The voting rights of an Owner may also be suspended during any period of violation where a Public Safety and Health Letter or First Notice or greater is actively in process for any violation of the Governing Documents.

### Article 3. Rules and Regulations

Section 3.1 Rules and Regulations. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees, and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that all are required to comply with the rules and regulations adopted by the Board of Directors. The Board shall consider the following in drafting the Covenant Rules and Regulation Policy:

- a. Whether the governing documents or Colorado Law grants the Board the authority to adopt such Policy
  - b. The need for such Policy based upon the scope and importance of the issue
  - c. Whether the governing documents adequately address the issue
  - d. The immediate and long-term impact and implications of the Policy
1. The adoption of every Policy shall be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such an opportunity at the meeting in compliance with Colorado Law.
  2. The Board may deviate from the procedures set forth if in its sole discretion is reasonable under the circumstances.

Section 3.2 Covenant and Rule Enforcement. Complaints regarding alleged violations shall be in writing and submitted to the Board of Directors by use of the Association email, drop-box, or by US mail. The complaining Owner or resident (the "Complainant") shall have observed the alleged violation and shall identify the alleged violator, the address on which the violation exists or has occurred, a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed, and any other pertinent information. Complaints failing to include information required by this provision may not be investigated or prosecuted at the discretion of the Board.

1. Upon determining that a public safety and health violation has occurred, the Association, acting through the Board shall take the following steps:
  - a. Public Safety and Health Warning Letter. If the Board determines that a public safety and health violation exists, either through the complaint or investigation process, a Public Safety and Health Warning Letter may be sent by certified mail, return receipt requested, to the address of the Owner on record with the Association and to a designated contact, if one was provided by the Owner. The Public Safety and Health Warning Letter shall notify the Owner of:
    - i. The covenant or rule violated and the nature of the public safety and health violation
    - ii. That the Owner must have the public safety and health violation corrected within seventy-two (72) hours after the date of receipt of the Public Safety and Health Warning Letter
    - iii. That failure to timely cure the public safety and health violation may result in potential fines or other sanctions

- b. Every Other Day Fine Letter and Opportunity to be Heard. If after an inspection the Board determines that an Owner has failed to cure the public safety and health violation within seventy-two (72) hours after receipt of the Public Safety and Health Warning Letter, the Board may in its discretion, in addition to any other remedy, send the Owner a notice of Every Other Day Fines (the "Every Other Day Fine Letter"), which shall advise the Owner of the possible imposition of every other day fines pursuant to the fine schedule set forth below, if the public safety and health violation is not cured. The Every Other Day Fine Letter shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such a hearing is requested in writing by the Owner within thirty (30) days of the date of the Every Other Day Fine Letter.
2. Upon determining that a "Continuous Violation" (defined as a covenant violation other than those listed as a Public Safety and Health Violation) has occurred, the Association, acting through the Board shall take the following steps:
  - a. Courtesy Notice. If the Board determines that a violation exists, either through the complaint or investigation process or through independent inspection or observation, a Courtesy Notice informing the Owner of the reported or observed violation will be sent. The Association may send the Courtesy Notice in any manner chosen by the Board. The Owner must have the violation cured within thirty (30) days of the date of the Courtesy Notice.
  - b. First Notice of Violation. If the Board determines that the Continuous Violation exists, a "First Notice of Violation" may be sent to the Owner by certified mail, return receipt requested, to the address of the Owner on record with the Association and to a designated contact, if one has been provided by the Owner. The First Notice of Violation shall notify the Owner of:
    - i. The covenant or rule violated and the nature of the Continuous Violation
    - ii. The action or actions necessary to cure the Continuous Violation
    - iii. That the Owner must have the Continuous Violation cured within thirty (30) days after the date of the First Notice of Violation
    - iv. That failure to timely cure the Continuous Violation may result in potential fines or other sanctions
    - v. A copy of the fine schedule set forth below will be provided. The Board shall inspect the Continuous Violation for correction within seven (7) days after the first thirty (30) day cure period has lapsed.

- c. Second Notice of Violation. If the Owner fails to cure the Continuous Violation thirty (30) days of the date of the First Notice of Violation, a notice of potential fine and opportunity to be heard, the ("Second Notice of Violation") may be sent to the Owner by first-class United States mail to the address of the Owner on record with the Association notifying the Owner of the Continuous Violation and of the potential fines that may be imposed, pursuant to the fines schedule set forth below, if the Second Notice of Violation is not cured within thirty (30) days. The Second Notice of Violation shall further state the Owner is entitled to a hearing on the merits of the matter provided that such a hearing is requested in writing by the Owner within thirty (30) days of the date of the Second Notice of Violation. The Board shall inspect the Continuous Violation for correction within seven (7) days after the thirty (30) day cure period has lapsed.
  - d. Third Notice of Violation. If the Owner fails to cure the Continuous Violation within thirty (30) days of the date of the Second Notice of Violation, a notice of potential fines and opportunity to be heard the ("Third Notice of Violation") may be sent to the Owner by first-class United States mail to the address of the Owner on record with the Association notifying the Owner of the Continuous Violation and of the potential fines that may be imposed, pursuant to the fines schedule set forth below, if the Third Notice of Violation is not cured within thirty (30) days. The Third Notice of Violation shall further state the Owner is entitled to a hearing on the merits of the matter provided that such a hearing is requested in writing by the Owner within thirty (30) days of the date of the Third Notice of Violation.
  - e. Every Other Day Fine Letter and Opportunity to be Heard. In the event that a Continuous Violation continues to exist uninterrupted thirty (30) days after the date of the Third Notice of Violation and the Owner has not requested a hearing pursuant to the Third Notice of Violation, the Board may in its discretion, in addition to any other remedy, send the Owner a notice of Every Other Day Fines (the "Every Other Day Fine Letter"), which shall advise the Owner of the possible imposition of Every Other Day Fines pursuant to the fine schedule set forth below and which shall provide the Owner with the opportunity for a hearing if requested within thirty (30) days of the date of the Every Other Day Fine Letter.
3. If a hearing is requested by the Owner in response to any letter advising the Owner of the right to a hearing, the Board, committee, or person conducting such a hearing as may be determined in the sole discretion of the Board, shall serve a written notice of the hearing to all parties involved at least fifteen (15) days prior to the hearing date.
- a. Pursuant to Colorado Law, an Owner has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined

under Colorado Law as “a person or group of persons who have the authority to make a decision regarding the enforcement of the Association’s covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have any direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association”. Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual, or group of individuals.

- b. At the beginning of each hearing, the presiding officer shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation, and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed fifteen (15) days, render its written findings and decision, and impose a fine if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee’s decision absent a showing of denial of due process.
  - c. If an Owner fails to request a hearing within the number of days specified in any letter advising the Owner of the right to a hearing, the Board may apply the applicable fine to the Owner’s account without the necessity of holding a hearing. If an Owner requests a hearing and then fails to appear at the hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the Owner may be assessed a fine pursuant to these policies and procedures.
4. The following fine schedule has been adopted for any and all covenant and rule violations:
- a. Public Safety and Health Violation:

- i. Every Other Day Fine Letter will be \$100/every other day fine
  - b. Continuous Violations
    - i. Courtesy Letter will be a \$0 fine
    - ii. First Notice of Violation will be a \$50 fine
    - iii. Second Notice of Violation will be a \$100 fine
    - iv. Third Notice of Violation will be a \$250 fine
    - v. Every Other Day Fine Letter will be a \$100/every other day fine
- 5. Maximum of \$500.00 in fines per Continuous Violation
- 6. Any Covenant Violation that remains uncured on or after the date on which an Every Other Day Fine Letter may be set, can be turned over to the Association's attorney to take appropriate action.
- 7. The Board may waive all or any portion of the fines if, in its sole discretion, such a waiver is appropriate under the circumstances. Additionally, the Board may condition a waiver of the entire fine, or any portion thereof, upon the Owner coming into and staying in compliance with the Articles, Declaration, Bylaws, or Rules. The Board may deviate from the procedures set forth in this section if in its sole discretion deviation is reasonable under the circumstances.
- 8. The fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation, and Colorado Law. The use of this process does not preclude the Association from using any other enforcement means.

#### **Article 4. Assessment for Common Expenses**

Section 4.1 Member Assessment Obligation. Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the estimated Common Expenses attributable to the Property. Assessments for the estimated Common Expenses shall be made annually or at such intervals as set by the Association from time to time. All delinquent payments due shall be enforced, collected, and foreclosed in the manner provided in the Declaration.

Section 4.2 Assessment Rate. Assessments made for the Common Expenses shall be based on the cash requirements deemed to be the aggregate sum, the Board of Directors shall determine what is to be paid by the Owners, to provide for payment of all estimated expenses growing out of or connected with maintenance or operation of the Common Elements. The sum may include but is not limited to common expenses, expenses for management, taxes, special assessments, insurance premiums, landscaping, lighting, common fences or sidewalks, repairs, renovations, wages for contactors, utilities, legal, accounting fees, expenses,

deficiencies, reserves, and all other expenses determined by the Board of Directors.

- Section 4.3 Notice of Assessment. The Board of Directors of the Association shall fix the amount of the Assessment to be made against each Lot at least thirty (30) days in advance of the assessment period. The payment due date shall be established by the Board of Directors and set forth in the notice of the Assessment.
- Section 4.4 Certificate of Status of Assessment. The Association shall furnish to a Lot Owner or such Lot Owner's designee upon written request, first-class postage prepaid, returned receipt, to the Association's agent a written statement setting forth the amount of unpaid Assessments currently levied against such Lot Owner's property for a reasonable fee. However, if the account has been turned over to the Association's attorney, such a request may be handled through the attorney.
- Section 4.5 Education and Training. As a Common Expense, the Association may on an annual basis, in accordance with the Act and at the discretion of the Board, provide education and training opportunities for Owners, residents, and occupants, including providing funding and permitting facilities used for such purposes. The Association may provide education and training activities as a tool for fostering Owner, resident, and occupant awareness of governance, operations, and concerns of the Community or of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, education on topics benefiting or contributing to operation, governance of the Community, and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.
- Section 4.6 Insurance. The Association shall maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in these Bylaws, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association. The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.
1. Hazard insurance covering loss, damage, or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area or other property of the Association.
  2. Public liability and property damage insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

3. Fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees, and employees.
4. Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.
5. Directors' and officers' personal liability insurance to protect the officers, Directors, committee members, and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers and Directors on behalf of the Association.
6. The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 4.7 Adjustments by the Association. Any loss covered by the insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and holders of first lien security interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association is not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 4.8 Destruction of Common Area. If the Common Area or a portion thereof is destroyed by fire or other casualty, the Board of Directors may replace or repair the Common Area if the Board determines that such replacement or repair is in the best interest of the Association. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 4.9 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs, or reconstruction for damage to the Common Area unless the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, or invitees, in which case the Association shall seek reimbursement of the amount in compliance with and under the terms of the Governing Documents. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance

responsibility of the Association, the deductible, or additional cost shall be a Common Expense.

Section 4.10 Reserve Study. At such time as the Association has Common Areas or improvements which the Association has the obligation to maintain, the Association shall conduct a baseline Reserve Study for such, which will include both a physical analysis and financial analysis as follows:

- The physical analysis shall include:
  - a. A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.
  - b. A condition assessment of each component on the component inventory by onsite inspection.
  - c. Estimates of the remaining useful life and replacement costs of each component.
- The financial analysis shall include:
  - d. An analysis of the funds currently held in the Association's Reserve Fund in relation to the expected needs of the Association per the Reserve Study.
  - e. A future funding plan to meet the requirements of the Reserve Study.

The Association shall cause the Reserve Study, including both physical and financial analysis, to be evaluated every five (5) years or as otherwise determined by the Board of Directors as reasonably necessary to evaluate increases in replacement costs and decreases in remaining useful lives of the components of the Reserve Study. The financial requirements set forth in the Reserve Study will be funded through regular assessments levied by the Association. In determining whether an update to the Reserve Study is needed, the Association shall consider the following:

1. Whether the Association added or replaced any significant Common Areas.
2. Whether the Common Area sustained extreme wear and tear from harsh weather or lack of maintenance.
3. Whether local inflation for materials and labor has substantially increased.
4. Whether the Association has deferred any replacements or moved up replacements from the scheduled dates of replacement.
5. Whether reserve income and expenses have occurred as planned.
6. Whether there have been any new technological changes or improved product development might result in a component change.

## **Article 5. Meetings of the Members**

Section 5.1 Annual Meetings. An annual meeting of the Members shall be held during each calendar year, on such date and at such time as determined by the Board of Directors. Annual Meetings will typically be used to elect the Board of Directors,

discuss and vote on Assessment rates, Association budget, proposed rules and regulations, and concerns. The process for any such meeting is as follows:

- a) Meetings called for the purpose of considering a budget, whether or not a quorum is present, the proposed budget will be deemed approved by the Members within the community unless Members holding a majority of all of the votes in the community vote to reject the proposed budget.
- b) Notwithstanding anything herein to the contrary, a quorum is not required at the meeting if the meeting is held only for the purpose of considering a proposed budget. If other business is to be transacted at the meeting, the quorum requirement for the meeting set forth herein must be met for the transaction of any other such business, but not for consideration of the proposed budget.

Section 5.2 Special Meetings. Special Meetings of the Members of this Association may be called by the President of the Association, by a majority of the Board of Directors, or by Members holding 20% of the votes. The form of notice, date, time, and place of any Special Meeting shall be determined by the Board of Directors. However, if notice of the Special Meeting demanded by the Members is not given by the Secretary of the Association within thirty (30) days after the date the written demand is delivered to the Association, any Member who signed the demand can set the date, time, and location of the Special Meeting and cause notice of the Special Meeting to be given pursuant to the notice requirements set forth herein. No business shall be conducted at any Special Meeting of the Members except as indicated in the notice of such meeting.

Section 5.3 Conduct of Meetings. Meetings of the Owners or Board of Directors of the Association shall be called pursuant to the Bylaws of the Association. The Association shall post notice on the website of all Owner or Board of Director meetings. Such notice shall be posted seven (7) days prior to such meeting. All notices of meetings shall state the purpose and agenda of the meeting including the general nature of any proposed amendments to the Declaration or these Bylaws, any budget changes, and every notice shall specify the location, date, and time of the meeting.

1. All Owner or Board of Director meetings shall be governed by the following rules of conduct and order:
  - a. The President of the Association or designee shall chair all meetings.
  - b. All Owners and persons who attend a meeting will sign in, present any proxies, and receive ballots as appropriate.
  - c. Any person desiring to speak shall introduce themselves and provide their name and address to be recognized by the Chair.
  - d. Only one person may speak at a time. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.

- e. Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting.
  - f. Each person shall be given, up to, a maximum of three (3) minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Yielding of time by a speaker to another individual shall not be permitted. A time limit may be increased or decreased by the Chair but shall be uniform for all people addressing the meeting.
  - g. All actions and/or decisions will require a first and second motion.
  - h. Once a vote has been taken, there will be no further discussion regarding that topic.
  - i. Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order". Anyone who does not come to order will be requested to immediately leave the meeting.
  - j. The Chair may establish such additional rules of order as may be necessary from time to time.
2. The Board may deviate from the procedures set forth if in its sole discretion such deviation is reasonable under the circumstances.

Section 5.4 Quorum of Members. Unless otherwise provided in the Articles, the Declaration, or the Bylaws, the presence at a meeting of the Community, either in person or proxy, of Members entitled to cast twenty percent (20%) of the total votes of all Lots within the Community shall constitute a quorum. Members present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of Members so as to leave less than a quorum. If adjourned, the quorum requirement for the newly convened meeting shall be one-half of the quorum requirement of the previously called meeting.

Section 5.5 Vote Required at Member Meetings. At any meeting of the Members of a Community at which quorum is present, the affirmative vote of the Members entitled to cast a majority of the votes present and voting, either in person or by proxy, are necessary to adopt the matter, unless a different percentage is required by law, by the Articles, the Declaration, or these Bylaws, in which case the different requirement controls. In an election of the Board, the candidate having the highest number of votes shall be elected as the Board Member. Cumulative voting shall not be permitted.

Section 5.6 Voting Types. Voting may be by voice, by show of hands, by consent, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by a majority of the Members present at the meeting.

1. Secret ballots. The Colorado Common Interest Ownership Act (CCIOA), requires secret ballots be utilized at membership meetings under the following circumstances:

- a. Secret ballots must be utilized on any issue where twenty percent (20%) of the owners, present in person or by proxy at the meeting of the members, request use of a secret ballot on an issue.
  - b. Secret ballots must be utilized for contested positions on your Board of Directors.
  - c. Secret ballots may be used at the discretion of the Board of Directors.
2. Written ballots. Any action that may be taken at any meeting of the Members of the Community may be taken without a meeting in accordance with this Section. In conducting any vote via action by written ballot as provided herein, the Secretary shall mail or deliver to all Members of the Community at each Member's address as it appears in the records of the Association given for notice purposes of the following:
  - a. A written ballot which shall state each proposed action to be voted upon and which shall provide an opportunity to vote for or against each proposed action.
  - b. A notice or statement which shall:
    - i. Indicate the number of ballots which must be returned to meet the quorum requirements as if the vote were being taken at a meeting of the Members of the Community.
    - ii. State the percentage of approvals necessary to approve each proposed action.
    - iii. State the date and time by which the ballot must be received by the Association in order to be counted.
  - c. Written information sufficient to permit each Member casting a ballot to reach an informed decision on each proposed action.
  - d. Approval by written ballot pursuant to this Section shall be valid only when votes cast by ballot equal or exceed the quorum required to be present in person or by proxy at a meeting authorizing such action, and the number of approvals equals or exceeds the number of votes that would have been required to approve the matter at a meeting of the Members of the Community at which the total number of votes cast was the same as the number of votes by ballot. After delivery to the Association, a written ballot cast pursuant to this Section cannot be revoked.
3. Proxies. Proxies may be given by any Owner as allowed by C.R.S 7-127-203. All proxies shall be in writing and filed with the Secretary of the Association. All proxies shall be revocable and shall automatically terminate upon conveyance by member of his ownership of a Lot. A proxy terminates eleven (11) months from its date of execution, unless otherwise provided on the proxy form. All proxies shall have the following:
  - a. Valid signature
  - b. Signatory's authority to sign for the Lot Owner
  - c. Authority of the Lot Owner to vote
  - d. No conflicting proxies

- e. Not an expired proxy
- f. Must be dated or proxy is invalid

## **Article 6. Board of Directors**

Section 6.1 **Number.** The affairs of the Association shall be governed by a Board of Directors which shall consist of not less than three and not more than seven members, elected or appointed as provided below. The exact number of Directors shall be determined, and may be changed, by a duly adopted written resolution of the Board of Directors. Notwithstanding anything herein, the Board of Directors may only eliminate a Director's position at the end of the Director's term unless the position is vacant. In the case where, through removal or resignation, the total number of Directors is less than three, the Board will be considered properly constituted until such vacancies are filled. Any two offices, except the offices of President and Secretary, may be held by the same person.

Section 6.2 **General Powers and Duties.** It shall be the duty of the Board of Directors to exercise general supervision over the management of the affairs of the Association, to establish the fees, duties, and assessments to be paid by memberships to achieve the purposes of the Association, and to receive and pass upon the reports of the President, Secretary, and Treasurer, to appoint, remove, or direct the officers thereof in general conduct of the Association. The Board shall have control of any books, papers, or documents of the Association.

- a) Adopt and amend Rules and Regulations, including responsible governance policies, procedures, and rules and regulations, and including penalties for infraction thereof.
- b) To Suspend the voting rights of a member, and the right to use Common Areas, during any period in which the member is in default in the payment of any assessment, charges, or fines levied by the Association.
- c) The power and duty to fix, levy, and collect assessments upon the members as provided in the Declaration for the purpose of the Association, including the payment of taxes and assessments upon real and personal property interests of the Association, and the establishment and maintenance of adequate expenditures.
- d) Appointment and removal of all officers, agents, independent contractors, and employees of the Association and the fixing of compensation, therefore.
- e) Appointment of elected Directors.
- f) The Board shall adopt, no less than annually, a periodic budget.
- g) Keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association.
- h) Institute, defend, or intervene in litigation or administrative proceedings in the Association's name on its behalf, including seeking injunctive relief for violations of the Governing Documents.
- i) Provide Association disclosures required by, and pursuant to, Colorado law.

- j) Make contracts, administer financial accounts and incur liabilities in the name of the Association.
- k) Regulate the use, maintenance, repair, replacement, and modification of the Common Area.
- l) Cause additional improvements to be made as part of the Common Area.
- m) Acquire, hold, encumber, and convey, in the Association's name and in the ordinary course of business, any right, title, or interest to real estate, pursuant to the consent requirements set forth in the Governing Documents, if any.
- n) Grant easements, leases, licenses, and concessions through or over the Common Area, pursuant to the consent requirements set forth in the Governing Documents, if any.
- o) Borrow funds and secure loans with an interest in future Assessments in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore, subject to the requirements set forth in the Governing Documents, if any.
- p) Provide for the indemnification of the Association's Directors and any person serving without compensation at the request of the Association and maintain Association Professional Liability Insurance.
- q) Supervise all persons acting on behalf of and/or at the discretion of the Association.
- r) Procure and maintain Liability and Hazard Insurance as set forth in the Governing Documents.
- s) Cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate.
- t) Exercise for the Association all powers, duties, rights, and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents, the Act, or the Nonprofit Act.

Section 6.3 Term of Directors. Each Director shall hold office for one (1) year following his or her election. Directors may be re-elected to additional terms and there shall be no limit to the terms a duly elected member may serve.

Section 6.4 Qualifications.

- a) Only one Owner per Lot, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected or appointed to fill a vacancy on the Board of Directors.
- b) Any Director who has unexcused absences from three (3) consecutive Board meetings shall not be qualified to serve on the Board of Directors. An absence will be excused if the absent Director notifies the President (or the Vice President in the event of an absence of the President) of the planned absence and the reason for the absence at least three (3) days before the meeting, or as reasonably close to the meeting as possible in the event of an emergency,

and a majority of the remaining Directors approve the absence as being for a valid purpose.

- c) Any Member who is in violation of any provision of the Governing Documents for more than thirty (30) days shall not be qualified to serve on the Board of Directors.
- d) Any Member who maintains an adversarial proceeding of any type against the Association shall not be qualified to serve on the Board of Directors for the duration of the proceeding.
- e) If a Director is not qualified to serve on the Board of Directors, the Director's position shall be deemed vacant.

Section 6.5 Resignation of Directors. One or more Directors or the entire Board of Directors may be removed at a meeting of Members called pursuant to these Bylaws, with or without cause, by a majority vote of the votes represented at a meeting of the Members in which a quorum is present. Any Director may resign at any time by giving written notice to the Board of Directors. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 6.6 Vacancies. Vacancies on the Board of Directors caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining Directors at any time after the occurrence of the vacancy, even though the Directors present at that meeting may constitute less than a quorum. Each person so appointed shall be a Director who shall serve for the remainder of the unexpired term.

Section 6.7 Compensation. No Director shall receive compensation for any service the Director may render as a Director to the Association unless such compensation is approved by a majority vote at a Community Meeting that meets quorum. To incentivize community participation in volunteering for Board positions, Meadowbrook Heights has opted to gift members of the Board who have successfully completed a year of service, a waive of their annual assessment the following year. Any Director may be reimbursed for actual expenses incurred in the performance of the Association duties.

Section 6.8 Managing Agents. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract, having a term of no more than three (3) years and shall be subject to cancellation by the Association on thirty (30) days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 6.9 Duties. The duties of the Director positions are as follows:

- a) President. The President shall have all of the general powers and duties which are incident to the office of President of a Colorado nonprofit corporation. Specifically, the President shall have the power to preside at all meetings of the Board of Directors and of the Members; see that orders and resolutions of the Board are carried out; sign contracts, leases and other written instruments, including executing and recording amendments to the Declaration on behalf of the Association; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.
- b) Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act in the place of the President on an interim basis. The Vice President shall also perform other duties imposed by the Board of Directors or by the President.
- c) Secretary. The Secretary shall maintain the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep a record of votes taken; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; cause the Association records to be kept and maintained; and perform such other duties incident to the office of Secretary or as required by the Board of Directors.
- d) Treasurer. The Treasurer shall be responsible for the receipt, deposit, and disbursement of the Association funds and securities and for maintenance of full and accurate financial records; shall prepare an annual budget and a statement of income and expenditures to be presented to the Members. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board of Directors.

Section 6.10 Conflicts of Interest. Conflicting Interest Transaction means a contract, transaction, or other financial relationship between the Association and a Director, the Association and an entity in which a Director is a Director, officer, or has a financial interest, or the Association and a "Party Related to a Director".

1. Any Conflicting Interest Transaction on the part of any Director or any party related to a Director shall be verbally disclosed to all of the other Directors at an open meeting of the Board of Directors prior to any discussion or vote on the matter. After the disclosure of the Conflicting Interest Transaction, the interested Director may participate in the discussion on the matter but shall not vote on the matter. The minutes of the meeting shall reflect the disclosure of the Conflicting Interest Transaction, the composition of the quorum of the Board of Directors, and a record of the vote taken.
2. No Conflicting Interest Transaction shall be void, voidable, be enjoined, set aside, give rise to an award of damages, or other sanction in a proceeding by a

member of the Association or by/in the right of the Association solely because the Conflicting Interest Transaction involves a Director, an entity in which a Director is a Director, officer, has a financial interest, a party related to a Director, or solely because the interested Director is present and participates in the meeting at which the Conflicting Interest Transaction is approved or ratified, or the interested Director's vote is counted for such purpose, if:

- a. The material facts as to the interested Director's relationship or interest and as to the Conflicting Interest Transaction are disclosed and are known to the Board of Directors, and the Board of Directors in good faith authorize, approves, or ratifies the Conflicting Interest Transaction by affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors may constitute less than a quorum.
- b. The material facts as to the interested Director's relationship, interest, and as to the Conflicting Interest Transaction are disclosed or are known to the members of the Association entitled to vote thereon, and the Conflicting Interest Transaction is specifically authorized, approved, or ratified in good faith by a vote of the members of the Association entitled to vote thereon.
- c. The Conflicting Interest Transaction is fair to the Association.

## **Article 7. Meeting of Directors**

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, place, and hour as may be fixed by the Board of Directors. The Board of Directors may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute such scheduled regular meetings.

Section 7.2 Location of Meetings and Open Meetings.

- (a) All meetings of the Board of Directors shall be open to attendance by Members, as provided by applicable Colorado law.
- (b) All meetings of the Board of Directors shall be held in the Community, by conference call, by electronic means, or in the Loveland area, unless all Directors consent in writing to another location.
- (c) The Board of Directors shall make agendas for Board meetings reasonably available for examination by Members in advance of the meeting. If there is no formal agenda, Members are nonetheless entitled to a general description of the purpose of the meeting and the subject matter that will be discussed.
- (d) The Board of Directors shall inform Members, at least annually, of the method by which meeting agendas and other information required by subsection (c) above will be provided, including the physical location of places where agendas and meeting notices may be posted or the web address where on-line postings may be made.

- (e) The Board of Directors may hold an executive or closed-door session and may restrict attendance to Directors and such other people requested by the Board of Directors during a regular or specially announced meeting or a part thereof. Matters for discussion at an executive session are limited to:
- i. Matters pertaining to employees of the Association or the managing agent's contract, or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association.
  - ii. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between the Association and its legal counsel.
  - iii. Investigative proceedings concerning possible or actual criminal misconduct.
  - iv. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.
  - v. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
  - vi. Review of or discussion relating to any written or oral communication from legal counsel.
- (f) Rules and Regulations may be adopted in open meetings of the Board of Directors and may not be adopted in closed or executive sessions of the Board of Directors.

Section 7.3 Waiver of Notice. Any Director may waive notice of any meeting in writing, signed by the Director. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice, except when the Director attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened. If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at the meeting.

Section 7.4 Quorum. At all meetings of the Board of Directors a majority of the Directors in office shall constitute a quorum for the transaction of business. The votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a decision of the Board. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 7.5 Telephone or Electronic Communication in Lieu of Attendance. A Director may attend a meeting of the Board of Directors by using an electronic or telephonic communication method whereby the Director may be heard by the other Directors and may hear the deliberations of the other Directors on any matter properly brought before the Board of Directors. A Director participating in a meeting by this means is deemed to be present in person at the meeting, and the Director's vote shall be counted as if that Director were present in person.

Section 7.6 Lot Owner Participation. Lot Owners must be allowed to speak before the Board of Directors votes on any issue under discussion. The Board of Directors shall allow a reasonable number of people to speak on each side of the issue, but the Board of Directors may place reasonable restrictions on the time allowed for each Owner to speak. Owners may also be allowed to speak at such other times as the Board, in its sole discretion, deems appropriate.

#### **Article 8. Committees**

Section 8.1 Designated Committees. The Association may appoint such committees and committee members as deemed appropriate in carrying out its purposes. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board of Directors. The Board of Directors shall also have the power to remove any and all committee members with or without cause and to terminate any such committee.

Section 8.2 Open Committee Meetings. All committee meetings shall be open to attendance by Members, as provided by applicable law.

#### **Article 9. Books and Records**

Section 9.1 Association Records. The Association shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party. The following are the records of the Association that may be subject to inspection by Lot Owners:

1. Receipts and expenditures affecting the operation and administration of the Association
2. Claims for construction defects and amounts received pursuant to settlement of any such claims
3. Minutes of all meetings (except records of executive sessions of the Board)
4. A list of names of the Owners in a form that permits preparation of a list of the names and physical mailing addresses of all Owners, showing the number of votes each Owner is entitled to vote
5. The Association's governing documents which are comprised of the Declaration, the Bylaws, the Articles of Incorporation, any rules and regulations, design guidelines, and any policies by the Board including the Association's responsible governance policies.
6. Financial statements for the last three (3) years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year.

7. Tax returns for the last seven (7) years, to the extent available
8. The operating budget for the current fiscal year
9. The result of the Association's most recent available financial audit or review, if any
10. A list of the Association's insurance policies
11. A list of the names, email addresses, and physical mailing addresses of the current Board members and officers
12. The most recent annual report delivered to the Secretary of State
13. A ledger of each Owner's assessment account
14. The most recent Reserve Study if any
15. Resolutions adopted by the Board
16. A record showing the date on which the Association's fiscal year begins
17. The Association shall withhold from inspection and copying certain records as provided by Colorado Law, and which shall not be deemed to be records of the Association.
  - a. Architectural drawings, plans, and designs
  - b. Contracts, leases, or bids
  - c. Communications with legal counsel
  - d. Records of executive sessions of the Board
  - e. Lot Owner files other than those of the requesting owner's personal information
18. The Association shall provide access to the requested records by:
  - a. Making the requested records available for inspection or copying within ten (10) days of the Association's receipt of such written request.
  - b. Emailing the requested records to the Owner within ten (10) days of the Association's receipt of such written request.
19. The Association may require Owners pay the Association's actual costs, including the cost for labor and materials for copies of the records. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying the Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, the Owner shall pay such amount for delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.
20. The Association reserves the right to have a third-party present to observe during any inspection of record by an Owner or the Owner's representative.
21. No Owner shall remove any original book or record of the Association from the place of inspection, nor shall any owner alter, destroy, or mark in any manner any original book or record of the Association.
22. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.

Section 9.2 Minutes and Presumptions Under the Minutes. Minutes or any similar record of the meetings of Members or of the Board of Directors, when signed by the Secretary or acting Secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

#### **Article 10. Amendments**

##### Section 10.1 Bylaw Amendments.

- a) These Bylaws may be amended by:
  - i. The affirmative vote of a majority of the members of the Board of Directors at a duly constituted meeting; provided, however, no amendment shall be made to the quorum requirement set forth in these Bylaws and no amendment to the qualifications, powers, duties, or terms of Directors may be made without the affirmative vote of Members present at a regular or special meeting of the Association at which a quorum, as set forth in these Bylaws; or
  - ii. The affirmative vote of Members holding a majority of a quorum of the votes in the Association represented at a regular or special meeting of the Association called for such purpose, provided that notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting as being conducted for the purpose of amendment.
- b) Notwithstanding anything to the contrary set forth in these Bylaws, these Bylaws may be amended by the Board of Directors, without Member approval, to comply with any statutory or judicial requirements.

#### **Article 11. Indemnification**

##### Section 11.1 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.
  - ii. Acted in a manner that the person reasonably believed to be in the best interests of the Association.
  - iii. With respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The termination 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 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 11.2 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 of Directors so directs, a determination may be made, at the discretion of the Board of Directors, by:
  - i. Independent legal counsel selected by a majority of the full Board of Directors; or
  - ii. By the Members, but Members who are also at the same time seeking indemnification may not vote on the determination.

**Article 12. Miscellaneous**

**Section 12.1 Fiscal Year.** The Board of Directors has the right to establish and, from time to time, change the fiscal year of the Association. As of the date of this document, the fiscal year is July 1 to June 30.

**Section 12.2 Notices.** All notices to the Association or the Board of Directors shall be delivered to the office of the managing agent, or, if there is no managing agent, to the Association drop box located at the intersection of Kathryn and Morgan, sent to the Association's email,

or mailed to the Association's PO BOX. Except as otherwise provided, all notices to any Owner shall be mailed to the Owner's address as appears in the records of the Association. All notices shall be deemed to have been given when mailed or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

- Section 12.3 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflicts between Rules and Regulations adopted by the Board and these Bylaws, these Bylaws shall control.
- Section 12.4 Public Entity Assumes Obligations. At any time as any governmental or quasi-governmental entity shall undertake to maintain the Common Areas, the Board of Directors may dissolve the Association, which dissolution shall be made a matter of public record.
- Section 12.5 Period of Declarant Control. The period of Declarant Control terminated fifteen (15) years from the date of the first conveyance of a Lot to a purchaser by Declarant. Therefore, Declarant Control has terminated and upon termination, the affairs of the Association shall be governed by a Board of Directors.

#### CERTIFICATION OF ADOPTION

I, Martin G. Meyer, as Secretary of Meadowbrook Heights Second Subdivision Homeowners Association, Inc., certify that these Bylaws of Meadowbrook Heights Second Subdivision Homeowners Association, Inc. were duly adopted by the Board of Directors of Meadowbrook Heights Second Subdivision Homeowners Association, Inc. on April 8, 2024.

By: Martin G. Meyer  
Name: Martin G. Meyer  
Title: Secretary