

BYLAWS OF REDHILL FOREST PROPERTY OWNERS MUTUAL WATER AND CATTLE

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BYLAWS OF REDHILL FOREST PROPERTY OWNERS MUTUAL WATER AND CATTLE
ASSOCIATION FEBRUARY 15, 1982

ARTICLE I

NAME AND LOCATION

The name of the corporation is Redhill Forest Property Owners Mutual Water and Cattle Association, Hereinafter referred to as the "Association." The principal office of the corporation shall be located at PO. 3219, Littleton, Colorado, 80161.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Redhill Forest Property Owners Mutual Water and Cattle Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions, Easements and Liens, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Redhill Forest Group and Park Count Associates, Inc.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements and Liens applicable to the Properties recorded in the office of the Clerk and Recorder of Park County, Colorado.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Governing Body" shall mean and refer to the Board of Managers or its predecessor as provided for by the Articles of Incorporation.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Organizational Meeting. An organizational meeting can be called by the developer when a total of 66 2/3 of the plotted lots have been sold as provided for in the covenants. The organizational meeting shall be held upon 30 days advance written notice to all members. At this meeting, a proposed Board of Managers shall be elected in number and length of term as provided in these Bylaws. Said proposed Board of Managers shall be responsible for drafting the provisions of these Bylaws.

The proposed Bylaws and proposed first Board of Managers shall then be submitted to the general membership for ratification in the manner set for in Section 2 below.

Section 2. – Voting for Ratification. In the event that any action of the governing body of this Association requires a ratification by the general membership, said voting shall be done as follows:

- a. The Secretary or Acting Secretary of the Board of Managers shall send to the designated voter of each Lot as provided for in Article V, Section E of the Articles of Incorporation, a ballot providing for the acceptance or rejection of the action desired to be ratified.
- b. The designated voter shall have 45 days from date of mailing to respond with a vote for rejection. At the end of the 45th day from the date of mailing, all ballots not received at a the principle office of the Association will be considered to be affirmative votes for ratification.
- c. A designated voter voting for rejection shall bear the risk of loss or delay through the mail.

Section 3. Annual Meetings. The regular annual meeting of the members will be held during the month of July, and each subsequent regular annual meeting of the members shall be held during the same month of Each year thereafter.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Managers, or upon written request of one-fourth (1/4) of the members who are entitled to vote.

Section 5. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the play, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6. Quorum. The presence at the meeting of members entitle to vote, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Colorado Non-Profit Corporation Act or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or be represented.

Section 7. Proxies. At all meetings of members, each designated voting member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 8. Location of Meetings. Meetings of the Association shall be held at such place within the State of Colorado as the Board may determine.

ARTICLE IV

BOARD OF MANAGERS: SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) managers, who need not be members of the Association.

Section 2. Term of Office. Prior to the first annual meeting the members shall elect three managers for a term of one year, three managers for a term of two years, and three managers for a term of three years, and

at each annual meeting thereafter, the members shall elect three managers for a term of three years to fill the vacancy of the three managers whose terms expired.

Section 3. Removal. Any manager may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No manager shall receive compensation for any service he may render to the Association in his capacity as a manager. However, any manager may be reimbursed for his actual expenses incurred in this performance of his duties subject to the rules and regulations of the Association.

Section 5. Action Taken Without a Meeting. The managers shall have the right to take any action in the absence of a meeting which they could take at a meeting obtaining the written approval of all the managers. Any action so approved shall have the same effect as though taken at a meeting of the managers.

Section 6. Managers as Directors. Managers shall have, in addition to the powers granted to them in the Articles of Incorporation and Bylaws, all the powers granted to c under the Colorado Non-Profit Corporation Act.

ARTICLE V

NOMINATION AND ELECTION OF MANAGERS

Section 1. Nomination. Nomination for election to the Board of Managers shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Managers, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Managers prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Managers shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF MANAGERS

Section 1. Regular Meetings. Regular meetings of the Board may be held without notice at such time and place as shall be determined from time to time by a majority of the Managers, but at least two such meetings shall be held during each calendar year.

Section 2. Special Meetings. Special meetings of the Board of Managers shall be held when called by the president of the Association, or by any three (3) managers, after not less than ten (10) days notice to each manager.

Section 3. Quorum. A majority of the number of Managers shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Managers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF MANAGERS

Section 1. Powers. The Board of Managers shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for any period not to exceed 30 days for the infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Managers to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Managers.
- (e) Employ an administrator, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) Fix such amounts to be paid by the members as annual assessment in the form of membership dues or special assessments as shall be necessary for the operation of the Association and maintenance of its properties.
- (g) Cause audits to be made of the Association books by a Public Accountant from time to time as deemed advisable by the Board of Managers.

Section 2. Duties. It shall be the duty of the Board of Managers to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual or any special assessments against each Lot at least thirty (30) days in advance of each annual assessment period or special assessment date;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period or assessment date; and

- (3) Foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, said lien to include foreclosure costs and reasonable attorney's fees.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not all assessments have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states assessments have been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Managers, a secretary, and a treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Managers following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make.

Section 6. Vacancies. A vacancy in any office may be filled by an appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Managers; shall see that orders and Resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks in excess of \$500 and promissory notes.

Vice President

- (b) The vice president shall act in the place and stead of the president in the event of his absence, Inability or refusal to act, and shall exercise and discharge other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Managers; shall sign all checks and promissory notes of the Association; keep proper books of the account; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provide in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Managers shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost or by contacting the Secretary of State for the State of Colorado.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration and elsewhere in these Bylaws, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days

after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the following: REDHILL FOREST POMWACA, COLORADO with 1982 and a Pine tree design in the center.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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

REDHILL FOREST POMWACA Amendment to By-Laws 7/9/88
AKA Amendment to By-Laws 7/9/98

Article IV

BOARD OF MANAGERS: SELECTION, TERM OF OFFICE

Section 1 – Number. The affairs of this Association shall be managed by a Board of seven (7) managers, who need not be members of the Association.

Section 2 – Term of Office. At the annual meeting of the members shall elect two managers for a term of one year, two managers for a term of two years, and three managers for a term of three years, and at each annual meeting thereafter the members shall elect two or three managers for a term of three years to fill the vacancy of the two or three managers whose terms expired.

Section 3 – Removal. Any manager man be removed from the Board, with or without cause, by a majority vote of a quorum present in person or by proxy at a regular meeting and by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board, and shall serve for the unexpired term of his predecessor.

Section 4 – Compensation. No manager shall receive compensation for any service he may render to the Association in his capacity as a manager. However, any manager may be reimbursed for his actual expenses incurred in the performance of is duties subject to the rules and regulations of the Association.

Section 5 – Action Taken Without a Meeting. The managers shall have the right to take any action in the absence of a meeting which they could take at a meeting obtaining the written approval of all the managers. Any action so approved shall have the same effect as though taken at a meeting of the managers.

Section 6 – Managers as Directors. Managers shall have, in addition to the powers granted to them in the Articles of Incorporation and Bylaws, all the powers granted to Directors under the Colorado Non-Profit Corporation Act.

SHARON W. GROSSENBACK ATTORNEY AT LAW

SUITE 3000. DOME TOWER 1625 BROADWAY DENVER, COLORADO 80202
SHARON W. GROSSENBACK TELEPHONE (303)371-0077
KAREN A CHANEY

July 28, 1988

Raymond Mitchell
Redhill Forest Group
8610 Ranch Road 620 North
Austin, Texas 78726

Re: Amendment to Redhill Forrest POMWACA By-Laws

Dear Raymond:

Enclosed is the amended Article IV for the Property Owners By-Laws as Amended July 9, 1988.

The amended portions of sections 1, 2 and 3 are in bold face.

Sincerely,

SHARON W. GROSSENBACK

Sharon W. Grossenback

SWG:cdc

Enclosure

REDHILL FOREST POMWACA Amendment to By-Laws 7/17/2004

ARTICLE III

MEETING OF MEMBERS

Section 7. Proxies. At all meetings of the members, each designated voting member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary ten (10) days prior to membership meetings. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her lot. All proxies shall have duration of eleven (11) months from the date of issue by the owner of the proxy. A new proxy revokes any prior proxy and members may designate a representative to vote their proxy at the Annual or Special Meetings of the membership

Passed by a majority of the members present or voting by proxy at The
Redhill Forest POMWACA Annual Meeting, July 17, 2004.

AMENDMENT TO BYLAWS OF (July 20, 2013)
REDHILL FOREST PROPERTY OWNERS
MUTUAL WATER AND CATTLE ASSOCIATION

Article XI of the Bylaws of Redhill Forest Property Owners Mutual Water and Cattle Association has been amended to read as follows:

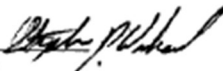
ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration and elsewhere in these Bylaws, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at a rate of twelve (12) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. Assessments may be paid in equal monthly, quarterly or semi-annual installments only through automatic (ACH or the equivalent) deduction from a member's bank or financial institution.

Adopted by a vote of a majority of the members present or voting by proxy at the Association's annual meeting on July 20, 2013

REDHILL FOREST PROPERTY OWNERS
MUTUAL WATER AND CATTLE ASSOCIATION

By: /s/Steve Winkel 
Steve Winkel, Secretary

**REDHILL FOREST PROPERTY OWNERS
MUTUAL WATER AND CATTLE ASSOCIATION
RESOLUTION REGARDING EFFECTIVE BYLAWS**

SUBJECT

AND

PURPOSES: To reaffirm the Bylaws of the Redhill Forest Property Owners, Mutual Water and Cattle Association (“Association”).

AUTHORITY: The governing documents of the Association and Colorado law.

EFFECTIVE

DATE: July 28, 2021.

RESOLUTION:

WHEREAS, the Association was initially incorporated by the declarant, The Redhill Forest Group, on August 25, 1977, and Bylaws were prepared and executed on September 6, 1977;

WHEREAS, while still under declarant control, the Bylaws were amended on February 15, 1982;

WHEREAS, following transition to owner control, amendments to the 1982 Bylaws were adopted on July 9, 1998 and on July 17, 2004 by the membership;

WHEREAS, the Association’s membership ratified the 1982 Bylaws by and through the amendments it passed in 1998 and 2004, respectively;

RESOLVED, that the Board of Directors hereby clarifies, confirms and ratifies that the operative Bylaws of the Association going forward are the 1982 Bylaws, as amended.

IN WITNESS WHEREOF, the undersigned certify that the foregoing was adopted by resolution of the Board of Directors of the Association on this 28th day of July, 2021.

**Redhill Forest Property Owners, Mutual Water and Cattle
Association,**

a Colorado nonprofit corporation

By: Tracy Sheffield

Tracy Sheffield Digitally signed by Tracy Sheffield
DN: cn=Tracy Sheffield o=Redhill Forest,
ou, email=Tracy.sheffield@redhillforest.org, c=US
Date: 2021.07.29 09:58:41 -0700, President