Redhill Forest Bylaw History

Over the years, Redhill Forest owners and boards have periodically got entangled in confusion on the governance documents.

This PDF is a compilation of the underlying documents that affirm the 1982 bylaws are the proper governing document.

<u>The 1977 and 1982 confusion</u>
Like any new HOA, the association was controlled by the original developer until a specified number of properties were purchased. The association transition from developer to owner control resulted in the 1982 bylaws, which have been in effect ever since.

Exhibit 1: Redhill bylaw history

Exhibit 2: Proposed bylaws (1982)

Exhibit 3: Legal opinion on bylaws 1982-88 (2014)

Exhibit 4: Affirmation of 1982 bylaws (2021)

Exhibit 5: Recorded 1982 bylaws

Exhibit 1

These documents demonstrate that the Redhill Board was operating under the full under full recognition of the 1982 bylaws.

- First meeting of Board held on January 16, 1982
- Minutes of March 20, 1982
- Annual meeting votes July 9, 1988
- Legal letter acknowledging amendment to 1982 bylaws on July 28, 1988
- Article IV amendment to 1982 bylaws as referenced in above letter July 9, 1988

 Copy

MINUTES OF THE
REDHILL FOREST PROPERTY OWNERS MUTUAL
WATER AND CATTLE ASSOCIATION

JANUARY 16, 1982

* * *

The first meeting of the Board of Directors for the Redhill Forest Property Owners Mutual Water and Cattle Association was held on January 16, 1982, at the home of Mr. and Mrs. Bob Nobel. The meeting was called to order by "acting President", Glen Morris at 12:35 p.m. The following members were present:

Glen Morris, Bob Nobel, Sam McAdams, Betty Madrid, Keith Watson, Paul Fling, Franz Gedack, Joe Leinz, Sharon Grassenbeck, and Sharon Gedack (acting secretary).

Nominations were made for the election of Officers. Moved and seconded that nominations cease. Carried. Members unanimously voted the following officers: Glen Morris, President
Bob Nobel, Vice President
Franz Gedack, Sec.
Raymond Mitchell, Trea.

There was a brief discussion on the need for a Local Treasurer due to the distance between the Association and it's Treasurer. Motion was made for the appointment of the Secretary, Franz Gedack, to the position of Asst. Trea. to handle matters of a local nature. This was seconded and carried.

The By-Laws were next reveiwed and changes made as follows:

ARTICLE I : Legal address of the Association will be P.O. Box , Fairplay, Colo. 80440 (as soon as available), and at P.O. Box , Littleton, Colo. (temporarally) both which are accessable by all officers of the Board.

ARTICLE VII, section 1, addendum g: Audit will be made as deamed advisable by the Board of Managers, or at least once every five (5) years.

ARTICLE VIII, section 8, (a), ...and shall co-sign all checks in excess of $500 and promissory notes.

ARTICLE XIV : 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.

A motion was made to accept the By-Laws as revised and send to members for radification. It was seconded, voted and carried. These will be sent prior to the Annual Meeting in July.

MINUTES OF THE
REDHILL FOREST PROPERTY OWNERS MUTUAL
WATER AND CATTLE ASSOCIATION

MARCH 20, 1982

****

The meeting of the Board of Managers of the Redhill Forest Association was held on March 20, 1982 at Mr. and Mrs. Noble's home, Lot # 110, in Redhill Forest, and was called to order at 1:10 p.m.

Members present were: Glen Morris, Bob Noble, Joe Leinz, Betty Madrid, Sam McAdams, Raymond Mitchell and Franz Gedack. The minutes of the last meeting were read, spelling of Mr. Noble's name corrected; approved.

The revised By-Laws of the Association were reviewed. Motion was made to accept as completed. This was seconded, carried and will be sent to the members for ratification. Discussion was held regarding copying and mailing. It was suggested that a copy of the proposed Budget also be included at that time, as well as a list of the Officers of the Board so they may also be ratified.

Pres. Glen Morris called for reports from the Committees:

Rules and Regulations--- Joe Leinz, chairman, a list of proposed rules were submitted, based on the County Covenant. These were discussed, but no action taken at this time.

Annual Meeting Committee---Betty Madrid and Sam McAdams, chairpersons. It was reported that the use of South Park Grade School gym/auditorium could be arranged and seats provided for the General Meeting of the Association in July. The date was set for July 3, Saturday, 9a.m. to 12 noon with the Annual Picnic to follow at 1:00 p.m. behind the Sales Office. Discussion was held on a possible raffle.

Job and Salary Committee---Bob Noble, chairman, discussion held in regard to the duties of a Maintainance Man. An outline was presented.

Budget Committee---Raymond Mitchell, chairman, Franz, Asst. Discussion held on the various needs of the Association. Motion made to accept proposed budget with a proposed change of annual dues from $60 to $75. It was seconded and carried.

Further discussion was made regarding the future need of up-grading the maintainance equipment and also the possible sale of the fire truck. A committee of one, Sam McAdams, was appointed to check into the issue.

With all old and new business presented, next meeting to be held on May 22, Saturday, at the home of Mr. and Mrs. Madrid.

Respectfully submitted,

WS

Annual Meeting July 9, 1988

		1987-1988 dues assess.
Raymond E Mitchell Voted	157 votes	$37,680 paid
	107 proxies.	on July 9, 1988
Votes from the floor	34	Partial payment
	300	of 120.00/per lot
		due Aug 1, 1987
		& full pay it on
RHFPOAMWACA voted	94 proxies	Dec 1, 1987
Votes from the floor	17	of remaining 120.00
	111	

Total lots 580

Article XI Bylaws.

"If the assessment is not paid within 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~~ Please read entire section.

Aug $157 \times 120 \times \frac{11}{12} \times .12 = 2072.40$ interest

Dec. $157 \times 120 \times \frac{8}{12} \times .12 = 1507.20$

$3582.60

SHARON W. GROSSENBACH
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KAREN A. CHANEY

TELEPHONE (303) 571-0077

July 28, 1988

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

Re: Amendment to Redhill Forest 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. GROSSENBACH

Sharon W. Grossenbach

SWG:cdc

Enclosure

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

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 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 may 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 at a special meeting 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.

Exhibit 2

The official draft of the bylaws as presented by the bylaws committee to owners dated January 16, 1982

Jan 16, 1982

REDHILL FOREST PROPERTY OWNERS

MUTUAL WATER AND CATTLE ASSOCIATION

Enclosed please find a copy of the Proposed By-laws that has been drafted by your Bylaws Committee.

We are calling a meeting of the Interim Board of Managers of the Redhill Property Owners Mutual Water and Cattle Association, for January 16,1982, at the residence of Mr. & Mrs. Bob Nobel, 1000 Green Oaks Drive, (see map enclosed) Greenwood Village.

Lunch at 11:30 AM and the meeting will follow at 12:30 PM.

The AGENDA for the meeting is as follows:

1. ELECTION OF INTERIM OFFICERS

   A. President
   B. Vice President
   C. Secretary
   D. Treasurer

2. MODIFICATION AND APPROVAL OF BY-LAWS

3. FINANCIAL ARRANGEMENTS

4. APPOINTMENT OF RULES AND REGULATIONS COMMITTEE

5. APPOINTMENT OF ANNUAL MEETING (July 4th) COMMITTEE

6. OTHER BUSINESS

Be sure that you have read your copy of the Proposed Bylaws and jot down your corrections, questions and/or suggestions.

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 P. O. Box 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 County 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 forth 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 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 place, 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 entitled to cast, 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 from time to time, without notice other than announcement at 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 the 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 Directors 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 it effective.

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 such 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 account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided 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 non-use 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 words: REDHILL FOREST PROPERTY OWNERS MUTUAL WATER AND CATTLE ASSOCIATION, with the word "SEAL" 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.

Exhibit 3

Legal clarification letter January 14, 2014

Background

Fred Wisley, an original Redhill Forest owner, and the board had a strong difference of opinion. Wisley opposed the financing methods, but the board had approved rebuilding the Redhill Forest water system. The spurious allegation about the legitimacy of the bylaws was one of several attempts by Wisley to cast doubt on the board and the water project.

Wisely fed an incomplete set of facts to a reporter of The Flume (the Park County newspaper), which were never fact-checked, resulting in an inaccurate story.

The board had to have its legal counsel review all the underlying documentation and affirm the legitimacy of the 1982 bylaws. The newspaper did not pursue the story after that, and the majority of Redhill owners voted to approve the financing and rebuilding of the water system.

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January 14, 2014

Thomas Locke
The Flume
PO Box 460
Bailey, Colorado 80421

Re: Fred Wisely/Redhill Forest POMWACA

Dear Mr. Locke:

I represent the Redhill Forest Property Owners, Mutual Water and Cattle Association. I have been asked to respond to your inquiries to Buzz Angeli because of Fred Wisely's comments to you in which he suggested that a lawsuit may soon be filed against the Association concerning its actions in obtaining a rural development (RD) loan to repair the Redhill Forest water system.

In your email to Mr. Angeli dated January 11, 2014, you indicated that you do not have any documentation showing that the Association's 1977 bylaws were properly amended. Mr. Wisely and you apparently question how the 1982 bylaws took effect in light of the 1977 bylaws. In an earlier email from you dated December 2, 2013, you indicated that Mr. Wisely told you that the 1977 bylaws "require that the owners of 51 percent of the lots be at an annual meeting and that a vote of two-thirds of the owners present in person or by proxy vote in favor of the amendment." This paraphrasing of the 1977 bylaws is inaccurate and misleading.

If you read the 1977 bylaws thoroughly and recall the history of the Redhill Forest subdivision, you will note that the membership of the Association and the Board of Managers was controlled by the original developer until long after the 1982 bylaws were adopted. Therefore, any amendments to the bylaws that were made during or before 1982 were necessarily made by the original developer in the course of developing the subdivision.

The pertinent provisions of the 1977 bylaws are the following:

Article II, Section 5 provides that "Except as otherwise provided in these By-Laws, the present in person or by proxy of a majority of Lot Owners (including the Developers…) shall constitute a quorum."

Article III, Section 8 provides that the "rights, duties and functions of the Board of Managers shall, at the Developers' option, be controlled by the Developers … until the development of the Subdivision has

been completed, i.e., all plats for filing thereof recorded, and until fifty-one percent (51%) of all Lots (platted and proposed) in the Subdivision have been sold and conveyed."

Article VIII, Section 1 then states that the bylaws "may be amended by the Association with the consent of the Developers so long as they [the Developers] shall be the owners of 51% of the Lots, both platted and proposed, at an annual meeting or at a duly constituted special meeting for such purpose." This section of the bylaws goes on to provide that the "vote of a two-thirds (2/3) majority of the Owners present in person or by proxy shall be required for amendment…"

As far as the history of Redhill Forest is concerned, it should be noted that the subdivision was essentially developed in three stages by The Redhill Forest Group. The original covenants for the subdivision were filed by the developer in 1977 and the first three filings for the subdivision, consisting of approximately 375 lots, were platted at that time. In 1981, the developer platted Redhill Forest Filing No. 4, which consisted of 69 lots, and then recorded the first supplement to the original covenants with Park County. In 1982, the developer platted Redhill Forest Filing No. 5, which consisted of 135 lots, and then recorded the second supplement to the original covenants in November of 1982. I believe that the developer eventually ceded control of the Association to the general membership in 1984, after finally selling off a majority of the lots.

When these sections are construed together in light of the subdivision's history, as they must be, what becomes apparent is the following: The 1977 bylaws appear to have been drafted for and adopted by the developer to protect the developer's interest in the subdivision. As long as the developer controlled a majority of the lots within the subdivision, the developer had almost absolute authority under the bylaws to amend the bylaws in whatever manner they saw fit. Furthermore, as long as the developers controlled at least 51% of the lots within the subdivision, they controlled the rights, duties and functions of the Association's board of managers.

The documents that Buzz Angeli previously sent to you make it clear that the Association's bylaws were amended at least once in 1982. Whether Mr. Wisely or you agree with the legal effect of these documents is not important. What is important are the undisputed facts that when the developer relinquished control over the Association, the 1982 bylaws were in effect; the adoption of the amended bylaws was confirmed by the actions of the membership on July 9, 1988, when 411 members (or approximately 71% of the membership) voted to approve further amendments to bylaws; and those amended bylaws have followed ever since, including the three years that Mr. Wisely served as President of the Association. The burden is not on the Association to show that the developer properly amended the Association's bylaws some 32 years ago; rather, the burden is on Mr. Wisely to show the opposite. After this many years, there is a presumption that the developer's actions in amending the 1977 bylaws and the Association's actions in following the same were proper.

The way your emails to Mr. Angeli have been cut and pasted together, it is very difficult to understand what else you are questioning about the Association's actions. I believe that Mr. Angeli has addressed most of the items you bring up in his prior responses to you. However, I will make an attempt to

address some of the new questions that I do recognize. First, the board of managers acted properly in voting to approve the RD loan and in entering into a loan agreement to obtain funding for additional repairs to the water system. The board of managers is legally authorized by the Association's articles of incorporation and by the subdivision's covenants to develop, operate, manage, maintain, extend and improve the water system serving the subdivision, which obviously includes the actions that it has taken. The articles of incorporation and covenants take precedence over the bylaws, no matter which set of bylaws are found to be valid. Given the scope of the authority granted to the board, a vote of the membership was not required to enter in to the RD loan agreement. Nevertheless, out of respect for its members, the board did seek and obtain approval for its actions from a substantial majority of the Association's membership.

Second, the loan that the Association obtained from its members to repair the water treatment plan was not a "personal debt." It was an interim loan obtained by the Association in order to pay for critical repairs to a water treatment plant that is an integral part of the Association's water system. At the time the Association obtained the loan, it had no other financing alternatives; its only option was to ask its members to loan it money to pay for the initial repair work. The details of the loan proposal were disclosed to all members and properly approved by the Association's board of managers. In the end, the Association undoubtedly received much better loan terms from its members than it would have received if it could have found a commercial lender willing to fund the project in a timely manner. As for the RD loan that the Association recently obtained, the proceeds of that loan have always been intended to provide a long-term financing solution for the cost of repairing the entire water system and not just for the cost of replacing buried water lines. The September 26, 2013 letter from Duane Dale that you have seen also makes it clear that the USDA RD office knows and approves of how the Association plans to use the loan proceeds.

Finally, the Association is confident that it will prevail should Mr. Wisely or another property owner file a lawsuit against it to stop the repair work on the water system. The Association will vigorously defend its actions and the interests of its members if it is sued.

I hope this letter answers your questions about Redhill Forest. The Association understands that its membership will not always be in unanimous agreement on what to do to make Redhill Forest a better place to live or how to encourage more of its owners to build homes on the property they own. However, almost every owner in the subdivision realizes that the value of their property is dependent upon having a safe and reliable water system, and that the work to be paid for with the RD loan is essential to maximizing the value of their property. The owners that do not want to pay for this work can sell their property and invest their money elsewhere.

Please feel free to contact me if you have any further questions.

Yours truly,

Paul G. Urtz
PGU/s
cc: Redhill Forest

Exhibit 4

Affirmation of bylaws by board July 28, 2021

A handful of disgruntled owners falsely claimed that the board was not legitimately operating and cited the 1977 bylaws.

The Redhill Forest Board reviewed and affirmed that the 1982 version was the proper governing document, passing a resolution to that effect.

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: _____

_____, President

Exhibit 5

Full text of the 1982 bylaws. Re-recorded by Park County on July 3, 2024

810708

810708 7/3/2024 10:00 AM Milena Kassel
1 of 14 R$75.00 D$0.00 S$3.00 M$0.00 Park County

BYLAWS OF REDHILL FOREST PROPERTY OWNERS MUTUAL WATER AND CATTLE

Contents

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 my 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 numb er 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 me (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 ben 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 mat 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 simi-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, President