

BY-LAWS OF THE
INDIAN CREEK RANCH
IMPROVEMENT ASSOCIATION

ARTICLE I

BASIS OF ASSOCIATION

- A. The purpose for which this non-profit Association is formed is to exercise all powers and rights and perform all duties and obligations provided by the Amended Declaration of Protective Covenants, Indian Creek Ranch, Filing No.1, Douglas County, Colorado, recorded in Book 211 at Page 178 of the real property records of Douglas County, Colorado.
- B. The powers, rights, duties and obligations of the Association shall also extend to such other adjacent or contiguous property as may be declared subject to the provisions of those Covenants.
- C. Additional powers, rights, duties or obligations may be created by amending these By-Laws as provided in Article X below.
- D. All present or future owners, tenants, future tenants, or any other person who might use in any manner the facilities of the Subdivision project located on the property described are subject to the regulations set forth in these By-Laws.
- E. The mere acquisition or rental of any parcel of property in the Subdivision or the mere act of occupancy of any dwelling or other structure within the Subdivision will signify that the By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

- A. Membership
 - 1. Ownership of a lot within the Subdivision is required in order to qualify for membership in this Association.
 - 2. Any person on becoming an owner of a lot shall automatically become a member of this Association and be subject to these By-Laws.
 - 3. Where two or more persons are the joint owners of a lot, one, and only one, shall become a member and where two or more persons are stockholders in a corporation owning a lot, one, and only one, shall become a member.
 - 4. Such membership shall terminate without any formal Association action whenever such person ceases to own a lot, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under

or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

5. No certificates or stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the owner (s) of a lot. Such membership card shall be surrendered to the Secretary whenever ownership of the lot designated thereon shall terminate.
6. To be a "member in good standing", all of the following conditions must be met:
 - a. A lot owner.
 - b. All dues and assessments must be paid to date.
 - c. If a member owns more than one (1) lot, all dues and assessments must be paid on all lots owned by him for that member to be in good standing on any of these lots.

B. Voting

1. Each member in good standing of the Association shall be entitled to one vote on all questions submitted to the membership.
2. Members owning more than one lot shall be entitled to one vote per lot.
3. Directors shall be elected by a secret ballot.
4. Each voting member shall be entitled to vote for one director candidate for each vacancy to be filled.
5. Cumulative voting in the election of Directors shall not be permitted.

C. Quorum

The presence in person or proxy of twenty (20) percent of the members in good standing of the Association constitute a quorum.

D. Proxies

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

BOARD OF DIRECTORS

A. Number and Qualifications

The affairs of this Association shall be governed by a Board of Directors composed of five (5) duly elected adult members in good standing of the Association.

B. Powers and Duties (General)

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and maintenance of the common facilities pertaining thereto.

C. Powers and Duties (Specific)

1. To appoint committees as required and deemed necessary. Standing committee chairman shall be appointed by Board action as soon as possible after the new Board is elected at the annual meeting.
2. To administer and enforce the Covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Amended Declaration of Protective Covenants and such other declaration as shall be created with respect to adjacent or contiguous property which may become a part the Subdivision.
3. To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary to govern the use of the common riding trails within the Subdivision and such other common areas and facilities as may be owned by, or subject to, the control of the Association. A copy of any such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.
4. To keep in good order and condition the common riding trails within the Subdivision. Duties in this respect shall include marking, clearing, grading, or other improvements necessary to render the trails safe and usable to Indian Creek riders and their guests.
5. To keep in good order and condition the clubhouse, arena, and any other common areas or facilities as may be acquired or become subject to the jurisdiction of the Association.
6. To provide such other common facilities and services as may be physically and economically feasible and beneficial to the community.
7. To obtain and maintain adequate insurance coverage on properties and facilities owned and/or controlled by the Association.

8. To levy, and collect the prorated assessments to be paid by lot owners toward the gross expenses of the Association. All assessments are due and payable 30 days after the date of billing. Notices and invoices for payment of assessments may be submitted to members of the Association at such intervals, not more frequently than monthly, as may be established by the Board.
9. To adjust, decrease or increase the amount of the assessments to be paid by the lot owners toward the gross expenditures of the Association, within the limits set forth in Article III-D-4 below.
10. To levy and collect special assessments within the limitations set forth in Article III-D-4 whenever, in the opinion of the Board, it is necessary to do so in order to meet special or emergency expenses.
11. To collect delinquent assessments by suit, foreclosure, or otherwise and to enjoin to seek damages from any owner as is provided in any applicable Declaration of Protective Covenants.
12. To present to the April meeting a proposed budget for the following year. The budget shall be ratified by a majority vote of those members present at the April meeting. Should the budget fail to pass, the Board may at its own option:
 - (a) submit a revised budget at each successive meeting until approved, or
 - (b) reformulate its own budget within the same financial constraints as the operating budget (See Article III, D-4a) of the previous year, plus ten (10) percent. A quorum is required as defined in Article II-C.
13. To enter into contracts within the scope of their powers and duties (See Article III-D-2.).
14. To establish bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.
15. To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof at any reasonable time by each of the members.
16. In general, to carry on the administration of this Association and to do all those things necessary and reasonable in order to carry out the purposes of the Association.

D. Financial Limitations

In conducting the business of the Association, the Board shall conduct itself within the following limitations:

1. Budget

In any fiscal year, the Board must operate within the total operating budget as approved by the membership. Budget additions may be approved as provided in Article III-D-4b.

2. Contracts

Contracts which commit funds beyond the Board's term of office may not be entered into without a majority vote of members present at a special or regular meeting, the agenda of which has been sent out to the Association members at least two weeks in advance of the meeting date. A quorum is required as defined in Article II-C.

3. Capital Expenditures

Capital expenditures amounting to more than 50 percent of the approved annual budget shall not be made without the approval of a majority of those members present at any regular or special meeting, the agenda of which has been sent out to the Association members at least two weeks in advance. A quorum is required as defined in Article II-C.

4. Assessments

a. Regular

The amount of the regular assessment to be paid by lot owners shall be fixed to provide a balanced annual operating budget, including reasonable amounts to be set aside for such items as utilities, facilities maintenance, insurance, taxes, administrative and legal expenses, and an operating reserve. The regular assessment may also include amounts to be set aside in a reserve for planned future projects.

Any proposed changes in regular assessments shall be presented along with the proposed budget and ratified by a majority vote of those present at the March meeting. (See Article III-C-10 for details). A quorum is required as defined in Article II-C.

b. Special

Should the need arise for the collection of additional funds for a special or emergency project at any time, such funds may be raised by special assessment. Such an assessment shall be ratified by a majority vote at any regular or special meeting of the Association, provided that notice of the proposal of this was sent out to the membership at least one week prior to the meeting. Special funds and covering assessments shall always be kept separate and approved separately, rather than as a part of the regular operating budget. A quorum is required as defined in Article II-C.

c. Owner Agreement

The Owner(s)/Subdividers(s), as successors to the original Subdividers, its/their heirs, successors and/or assigns, herein called "the Owner(s)", of Lots 177, 181, 183, 184, and 187, Indian Creek Ranch Filing-No. 4, a

Subdivision of part of Sections 28 and 29, Township 7 South, Range 68 West of the 6TH P.M., Douglas County, Colorado, according to the final plat recorded on January 17, 1975 at Reception No. 1975177205, County of Douglas, State of Colorado, is/are exempt from paying homeowners dues and assessments. The conveyance or transfer of title, or the acquisition of legal title in any other manner of any of the lot(s) described herein to another party other than the Owner(s), shall constitute the future lot owner's consent to and acceptance of the duties and responsibilities of membership in Indian Creek Ranch Improvement Association, Douglas County, Colorado. The Owners shall not retain any voting rights associated with membership into the ICRIA for the lot(s) described herein until such time the lot(s) described herein shall be conveyed or transferred, in whole or in part, by the Owner(s), or, the Owner(s) elect(s) to qualify for membership into the Association and be subject to these By-Laws.

E. Nominations

1. Nominations may be made prior to the November meeting by written petition signed by 5 or more members.
2. If the number of nominations received by the Board prior to the November meeting is less than twice the number of vacancies to be filled, nominations may be made from the floor at the November meeting to achieve at least the required number.
3. Solicitation for nominations shall be made at the September meeting, and posted on the Association Bulletin Board during the month of October, and in the October newsletter.

F. Election

Election of the Board shall take place at the Annual Meeting according to the voting procedures set forth in Article II-B.

G. Term of Office

Each Director shall remain in office for two calendar years beginning at the Annual meeting in February, following their election. On alternate years, three (3) and two (2) directors shall be elected as required to keep the Board membership at five (5).

H. Removal from the Board

1. A Board member is automatically removed from the Board if:
 - a. He should be convicted of a felony.
 - b. He should be convicted of a criminal offense.
2. Action to remove a Board member from office may be initiated in either of two ways.

- a. By a petition, secured within a 30-day period, from at least 50 voting members, or
 - b. By an affirmative vote of at least three (3) Board members in the event that a Board member misses four (4) or more consecutive regular Association meetings without a cause.
- 3. When action is initiated as in "2" above, a Board member may be removed from the Board only by a 3/4 majority vote of those present at any regular or special meeting, provided the impending action has been announced to the membership at least one week in advance and provided a quorum as defined in Article II-C is present.

I. Filling of Vacancies

Should a vacancy in Board membership occur for any reason, any member in good standing may be appointed by a majority action of the Board to fill out the remaining elective term of office. Serving an interim (appointed) term does not count toward eligibility for re-election.

J. Re-election

Board members are eligible for election to one (1) two-year term only, and may not be elected for a successive term.

K. Regular Meetings

Regular meetings of the Board shall be held monthly in the ICRIA Clubhouse. A "regular" meeting day shall be established at the February meeting and publicized to the membership. The agenda for such meetings shall be posted on the Clubhouse bulletin board and/or in the Newsletter at least three (3) days prior to the scheduled meeting date.

L. Communications

The Board is open to and welcomes communications from members at all meetings.

M. Open Meetings

All meetings of the Board are open to all members.

N. Special Meetings

Special meetings of the Board of Directors may be called by the President or the Secretary or two (2) Board members on three (3) days notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time and place and purpose of the meeting. Public notice of such meetings shall be made on the Clubhouse bulletin board and in writing if required by other provisions in these By-Laws.

O. Organizational Meeting

The February meeting of the Board shall be attended by both the outgoing and the incoming Boards. The outgoing President shall preside until the new President is elected and takes over. The following business must be transacted at this meeting:

1. Election of President, Vice President, Secretary and Treasurer.
2. Transfer of Records.
3. Preliminary discussion of budget.
4. Preliminary discussion of goals.
5. Confirm appointments of standing committee members by Chairman.

P. Board of Directors (Quorum)

A quorum for the Board of Directors shall consist of any three (3) or more Board members. The acts of a majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If less than three (3) Board members are present, no business may be transacted.

Q. Voting

Board members may vote for, against, or may abstain from voting on any Board action. The majority of those voting shall rule. All voting shall be on roll call of the Board, including the President.

ARTICLE IV

MEETING OF MEMBERS

A. Place of Meeting

Meetings of the Association shall be held in the ICRIA Clubhouse or as otherwise designated by the Board of Directors.

B. Regular Meetings

Regular monthly meetings of the Board are open to all Association members as set forth in Article III, Section K, L and M.

C. Special meetings of the Board are open to all Association members as set forth in Article III-N.

D. Annual Meeting

1. When Scheduled

The annual meeting shall be held at the regular homeowners meeting in February of each year.

2. Agenda

The following items must appear on the agenda of the annual meeting:

- a. Quorum count.
- b. Election of Board members.

3. Voting

Voting for Board Members must follow the procedures detailed in Article II-B.

4. Quorum

The presence of a quorum must be determined as stated in Article II-C.

5. Proxies

Proxies may be voted as described in Article II-D.

ARTICLE V

OFFICERS

A. Designation

The officers of the Association shall be:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Facilities Coordinator

B. Election

The Officers of the Association shall be elected annually by the Board of Directors at the Annual Meeting in February, and shall hold office at the pleasure of the Board.

C. Term of Office

Officers shall hold office until replaced by the new Board at its Annual Meeting in February. A Board Member may serve as President for two years of his two-year term.

D. Removal of Officers

Upon an affirmative vote of three Board Members, any officer may removed from office and replaced by another.

E. Duties

1. President - The President shall be the principal executive officer of the Association and shall in general supervise all of the business and affairs of the Association. He shall preside at all meetings of the members and the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Association; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.
2. Vice President - The Vice President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or in the event of his inability for any reason to exercise such powers and functions or to perform such duties. He shall be ex-officio member of all committees, providing liaison between such committees and the Board.
3. Secretary - The duties of the Secretary shall include, but not be limited to, the following:
 - a. Keep accurate and permanent minutes of all meetings of the Association.
 - b. Prepare and disseminate agendas and/or notices for all meetings as directed elsewhere in these By-Laws. (See Article III and IV).
 - c. Serve as custodian for all of the records of the Association.
 - d. Preside at the Annual Meeting in the absence of both the President and Vice-President.
 - e. Take care of all paper work involved in the election procedure including preparation of ballots, securing from the Treasurer a list of "members in good standing" for use in validating the ballots, dissemination of absentee ballots on request, reception of absentee ballots, dissemination and receipt of proxy statements, etc.
 - f. At the pleasure of the President and/or Board, handle all official Association correspondence as required.

4. Treasurer - The duties of the Treasurer shall include, but not be limited to, the following:
 - a. Receive and disburse all Association funds. All disbursements shall be made over the signatures of the Treasurer and one other elected Board member.
 - b. Keep accurate, permanent records of all Association funds.
 - c. Establish and maintain bank accounts and/or other approved investments as directed by the Board.
 - d. In conjunction with other Board members, prepare a proposed budget for submission to the membership at the March meeting.
 - e. Send out notices for and receive funds for all duly authorized assessments.
 - f. At the discretion of the Board, file liens, suits, or other legal means necessary to collect delinquent assessments from the members. (See Article III-C-II).
 - g. Prepare for the February annual meeting a Treasurer's report covering all receipts and expenditures for the previous year. This report shall be audited by the Auditing Committee prior to the Annual Meeting.
5. Facilities Coordinator - The facilities coordinator shall schedule the use of all Association facilities in accord with the guidelines adopted by the Board, and shall sit as chairman of the Improvements and Maintenance Committee.

ARTICLE VI

COMMITTEES

- A. Standing Committee - The following committees shall be constituted by the Board as soon as possible after the December election.
 1. Architectural Control Committee
 - a. Chairman appointed by the Board.
 - b. At least three other members appointed by the Chairman.
 - c. Duties include to receive, recommend for approval or disapproval to the Board of Directors, and file all plans, layouts, etc. submitted by property owners in accord with the Covenants.
 2. Communications Committee
 - a. Chairman appointed by the Board.
 - b. At least three other members appointed by the Chairman.
 - c. Duties include publication of Indian Creek Newsletter at least five times a year.

3. Fire Committee

- a. Chairman appointed by the Board.
- b. At least two other members appointed by Chairman.
- c. Duties include maintaining liaison between the Association and resident fire company.

4. Improvements and Maintenance Committee

- a. Chairman shall be the facilities coordinator (V-E-5).
- b. At least four other members appointed by Chairman.
- c. Duties:
 - (a) Plan and recommend improvements to be made by the Association. This planning should be done in January so that the Board can incorporate recommendations in the Annual Budget. (See Article III-C-6).
 - (b) Implement approved improvements to Association facilities.
 - (c) Maintain all Association properties in workable, safe and well-kept condition at all times. (See Article III-C-5).
 - (d) Keep in good order and condition the common riding trails within the Subdivision. (See Article III-C-4).

5. Social and Recreational Committee

- a. Chairman appointed by the Board.
- b. Youth coordinator appointed by the Board.
- c. At least three other members appointed by the Chairman.
- d. Duties:
 - (a) Plan and carry out at least four social functions a year.
 - (b) Plan and carry out recreational activities utilizing Association facilities.
 - (c) Plan and carry out special activities for the youth of this Subdivision.

B. Special Committees

- 1. The following special committees shall be appointed by the Board for the special purpose described.
 - a. Auditing Committee

A Chairman and two members for the purpose of auditing the Treasurer's books before the annual meeting.
- 2. Other special committees may be appointed by the Board for special purposes.

C. Term of Committee Office

Each member of a committee shall continue as such until the next annual meeting of members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director or Officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceedings to be liable for gross negligence, willful misconduct or criminal misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by council that the person to be indemnified has not been guilty of gross negligence, willful misconduct or criminal misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The forgoing rights shall not be exclusive of any other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing herein contained shall be deemed to obligate the Association to indemnify any member who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him solely as owner of a lot in the Subdivision.

ARTICLE VIII

PROFIT AND COMPENSATION

This Association is not organized for profit. No member, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, officer or member; provided, however, always (1) that reasonable compensation may be paid to any member, manager or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, manager or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE IX

AUTHORITY

Nothing in these By-Laws shall be in conflict with the Amended Declaration of Protective Covenants, Indian Creek Ranch, Filing #1, Douglas County, Colorado, recorded in Book No. 211 at Page 178 of the real property records of Douglas County, Colorado.

Should a conflict arise, the Covenants shall rule.

ARTICLE X

AMENDMENTS

These By-Laws may be amended, altered or replaced with a new set of By-Laws by a 3/4 majority vote at any regular, special or annual meeting, at which a quorum is present, provided written notice of the proposed action is sent out to the membership at least two weeks prior to the meeting date.

In witness whereof, the undersigned Board of Directors of the Indian Creek Ranch Improvement Association have hereunto set their hands this 26 day of December, 1974.

Directors

_____	<u>Francis B. Hutto, Jr.</u>
_____	<u>Carl R. Howard</u>
_____	<u>Guy M. Elder</u>
_____	<u>Joseph F. Martin</u>
_____	<u>Lyle E. Jensen</u>

Amendments to By-Laws proposed June 24, 1987 – change of annual meeting date and election of officers to February and budget vote changed to April - approved unanimously July 22, 1987. Bylaws as amended July 22, 1987 are hereby ratified by the Directors on April 24, 1996.

Ed Fox, President

Lenard Schamberger, Vice President

Rick Hess, Secretary

Larry Morris, Treasurer

Ian Kester, Facilities Coordinator

Amendments to By-Laws for date changes and exemption of Alexander lot dues approved March 26, 2014 by a quorum vote and ratified by the Board of Directors.

Betty Purkey-Huck, President

Greg Kapaun, Vice President

Alison Compton, Secretary

Sallie Struewing, Treasurer

Jessica Cloeter, Facilities Coordinator