

**BYLAWS**  
**of**  
**Fountain Hills Homeowners Association**

1. Name and Address: The name of the corporation is Fountain Hills Homeowners Association, a Colorado nonprofit corporation. The principal office of the corporation shall be located at 1331 Hermosa Avenue, Grand Junction, CO 81506. The principal office of the Association may be changed from time to time by resolution of the Board.
2. Definitions: The definitions set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fountain Hills recorded on August 9, 2012 as Reception No. 2850464 in the Mesa County Clerk and Recorder's Records and all amendments thereto shall apply to these Bylaws, as follows:
  - a. "Act" shall mean and refer to the Colorado Common Interest Ownership Act, §38-33.3-101, *et seq.*, C.R.S., as presently existing or subsequently amended, including any successor statute.
  - b. "Allocated Interests" shall mean and refer to each Lot Owner's share of assessment obligations for common and other expenses authorized by the Declaration and, additionally, the Owner's vote in the Association as set forth in the Declaration.
  - c. "Architectural Control Committee" or "ACC" shall mean and refer to the Fountain Hills Homeowners Association's Architectural Control Committee.
  - d. "Articles" shall mean and refer to the Articles of Incorporation of Fountain Hills Homeowners Association, a Colorado non-profit corporation.
  - e. "Association" shall mean and refer to the Fountain Hills Homeowners Association, a Colorado nonprofit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the Owners of Lots in Fountain Hills and performing the duties and responsibilities and exercising the powers set forth in the Declaration.
  - f. "Board" shall mean and refer to the Executive Board of the Association.
  - g. "Building" shall mean and refer to the residential and town home Buildings on the Lots, including all fixtures and improvements thereto.

- h. "Bylaws" shall mean and refer to the Bylaws of the Association.
- i. "City" shall mean and refer to the City of Grand Junction, a home rule municipality.
- j. "Common Area" shall mean and refer to that portion of the Property designated as Tracts A, B, C, D, E, F and G on the Plat to be owned and maintained by the Association for the benefit of the Owners, including any Improvements thereto or situated thereon.
- k. "Common Interest Community" or "Subdivision" shall mean and refer to Fountain Hills, a residential subdivision in the City of Grand Junction, Mesa County, Colorado.
- l. "Declarant" shall mean and refer to Hilltop Health Services Corporation, a Colorado nonprofit corporation and its successors and assigns, and Monument Homes Development, Inc., a Colorado corporation and its successors and assigns.
- m. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fountain Hills recorded on August 9, 2012 as Reception No. 2850464 in the Mesa County Clerk and Recorder's Records and all amendments thereto.
- n. "Development Rights" shall mean and refer to any right or combination of rights reserved by Declarant as set forth in this Declaration.
- o. "Improvements" shall mean, refer and include any and all Buildings, parking areas, fences, screening fences, retaining walls, stairs, decks, hedges, windbreaks, plants, trees, shrubs, berms, ponds, signs, objects of art, mailboxes, irrigation facilities (including pumps, pipelines, drip lines and sprinklers), sidewalks, driveways and any other structure or landscape feature of every type and kind situated on the Property.
- p. "Lot" shall mean and refer to that part of the Property shown on the Plat as a Lot. There will be sixteen (16) single family residential Lots and fourteen (14) town home Lots.
- q. "Member" shall mean and refer to a Person or entity who is a member of the Association.
- r. "Mortgagee" shall mean and refer to any Person holding an interest in or to any Lot to secure the performance of an obligation, including deeds of trust and mortgages and second deeds of trust and mortgages.

- s. "Owner" shall mean and refer to the record owner, whether one or more Persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having a lien, deed of trust or mortgage to secure the performance of an obligation.
- t. "Notice", whenever required or desirable in this Declaration, shall be deemed sufficiently given upon mailing in the United States mail, first class, postage prepaid. In the alternative, Notice may also be sufficiently given by electronic means such as email, text, facsimile, or other electronic means of general acceptance or by posting a Notice on the Association's website.
- u. "Person" shall include one or more individuals or legal entities, as the circumstances indicate.
- v. "Individual" shall mean a natural person and not an entity.
- w. "Plat" shall mean and refer to that certain Plat of the Property recorded on August 9, 2018 as Reception No. 2850461 of the Mesa County Clerk & Recorder's Records and each supplemental or amended Plat to be recorded in the Mesa County Clerk and Recorder's Records to be and become a part of the Subdivision. The Plat is incorporated herein by this reference.
- x. "Property" shall mean and refer to all of the real estate comprising the Subdivision.

3. Members:

- a. Membership. Any Person, on becoming an Owner of a Lot, shall automatically become a Member of this Association and shall be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such Person ceases to own a Lot. Such termination shall not release any former Owner from any liability arising under these Bylaws, or from membership in the Association, or by virtue of ownership of a Lot. A member shall be the Declarant as provided in the Declaration so long as Declarant owns a Lot.
- b. Member Contact Information. Each Member shall provide to the Association such Member's current contact information including street address or post office box for mail delivery, telephone number, and email for electronic communication. Each Member shall be required to update the Member's contact information by Notice to the Association.

- c. Annual Meetings. The initial Board shall hold the first annual meeting of the Members as soon as is practical on or before one year following the recordation of the Declaration at a time and place to be designated by the initial Board. Thereafter, the Members shall meet no less frequently than annually by resolution adopted by the Board.
- d. Fixing Record Date. The Board shall fix a record date which is not less than ten (10) days nor more than fifty (50) days in advance of the annual Member meeting to determine which Member are entitled to vote at the meeting.
- e. Special Meetings. Special meetings of the Members may be called at any time by the president, by a majority of the Board, or upon written request of the Members having twenty percent (20%) of all of the votes of the membership.
- f. 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, at least ten (10) days before, but not greater than fifty (50) days before, such meeting to each Member entitled to vote at the meeting at each Member's last known contact information. The Notice shall specify the place, day and hour of the meeting, and items in the agenda.
- g. When Delivered; Waiver: Any Notice given pursuant to this section shall be deemed sufficiently given upon mailing in the United States mail, postage prepaid first class, addressed to the Member at the Member's address as it appears on the records of the Association, or by email the date and time sent.
- h. Waiver. Written waiver of Notice signed by the Member entitled to the Notice, whether before or after the time stated therein, shall be equivalent to the giving of the Notice. Attendance of a Member at any meeting shall constitute a waiver of Notice of the meeting, except when a Member objects to the holding of the meeting or transacting business at the meeting because of lack of Notice or defective Notice, and such Member further waives objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting Notice, unless the Member objects to considering the matter when it is presented.
- i. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, 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.

- j. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot. A proxy terminates eleven (11) months after its date, unless it provides otherwise.
- k. Action of Members Without a Meeting. Any action required to be taken, or any action which may be taken, at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

4. Executive Board.

- a. Number and Qualifications. The affairs of the Association shall be managed by an executive board (Board) with a minimum of three (3) Individuals. By resolution of the Board, the Board may enlarge the number of Board members up to, but not to exceed, five (5) Individuals. Except for those Board members chosen by Declarant pursuant to the Declaration, all directors shall be Members of the Association.
- b. Term of Office. Subject to the rights of Declarant to select the Board pursuant to the Declaration, at the first annual meeting, the Members shall elect one Board member for a term of one year, one Board member for a term of two years, and one Board member for a term of three years. Thereafter, each Board member shall serve a three (3) year term so as to have staggered terms of three years each; provided, however, if more than one Board position is available, the Members shall elect one Board member for a term of one year, one Board member for a term of two years, and one Board member for a term of three years as circumstances may require, the nominee receiving the highest vote to serve three years, the nominee receiving the second highest vote to serve two years and the nominee receiving the third highest vote to serve one year.
- c. Removal and Vacancies. Except for Board members appointed by Declarant, the members of the Board may be removed from the Board, with or without cause, by a two-thirds (2/3) vote of the Members present at a meeting at which a quorum is present excluding the Board member to be removed. In the event of death, resignation or removal of a Board member, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

- d. Compensation. Board members may receive compensation for any service rendered to the Association including reimbursement for actual expenses incurred in the performance of his or her duties.
- e. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.
- f. Regular Meetings. Regular meetings of the Board shall be held not less frequently than annually without Notice, following the annual meeting of Members, at the place of the annual meeting of Members.
- g. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two Board Members, after not less than two (2) days' Notice to each Board Member.
- h. Waiver of Notice. A written waiver of Notice signed by a Board Member, whether before or after the time stated therein, shall be equivalent to the giving of such Notice. Attendance of a Board Member at any meeting shall constitute a waiver of Notice of the meeting, except when a Member objects to the holding of the meeting or transacting business at the meeting because of lack of Notice or defective Notice, and such Member further waives objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting Notice, unless the Member objects to considering the matter when it is presented.
- i. Quorum. A majority of the Board Members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- j. Attendance. All regular and special meetings of the Board shall be open to attendance by any Member or their representative in accordance with the Act, except that the Board may restrict attendance to discuss matters set forth in section 38-33.3-308(4)(a) through (e), C.R.S.
- k. Meeting by Electronic Device or Remotely. Members of the Board may participate in a meeting by means of a conference telephone, video and audio link, Internet connection or other electronic communication means or methods if all persons participating in the meeting can hear and speak to each other at the same time with

or without video. Participation in a meeting by these means constitutes presence in person at a meeting.

- l. Powers. The Board shall have all powers, privileges and duties, and perform all of the obligations as an executive Board pursuant to the Colorado Common Interest Ownership Act, sections 38-33.3-101, et seq., C.R.S., the Colorado Revised Nonprofit Corporation Act, and as are described in the Declaration.
  - m. Duties. The Board shall perform all duties as shall be described in the Declaration, and undertake all reasonable and necessary action to perform such duties.
  - n. Management of Funds. If the Association delegates powers of the Board or officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a managing agent, then the following requirements shall apply:
    - i. That the other person or managing agent maintain fidelity insurance coverage or a bond in such an amount as the Board may require;
    - ii. That the other person or managing agent maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or managing agent and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and,
    - iii. That an annual accounting for Association funds and a financial statement be prepared and presented to the Association by the managing agent, a public accountant or a certified public accountant.
5. Officers:
- a. Enumeration of Offices. The officers of this Association shall be a president, vice-president, secretary, and treasurer, and such other officers as the Board may from time to time by resolution create.
  - b. Appointment of Officers. The Board shall appoint officers at the first meeting of the Board following each annual meeting of the Members.
  - c. Term. Officers of the Association shall serve a term of one year following their appointment or until the officer's successor is appointed.

- d. Special Appointments. The Board may appoint 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.
- e. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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.
- f. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.
- g. Multiple Offices. The same individual may simultaneously hold more than one office in the Association.
- h. Duties. The duties of the officers are as follows:
  - i. President. The president shall see that the orders and resolutions of the Board are carried out; shall sign all legal and other written instruments and shall sign all checks and disbursement authorizations. The president shall also execute, certify and record amendments to the Declaration on behalf of the Association.
  - ii. Vice-president. The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of or delegated to him by the Board.
  - iii. Secretary. 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 the meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their contact information, and in general, shall perform all duties incident to the office of secretary.



- iv. Treasurer. 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; keep the financial books and records of account; and shall prepare an accounting of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.
6. Budgets. As more fully provided in the Declaration, within ninety (90) days after adoption of any proposed budget for the Association, the Board shall give Notice of the budget to all the Members and shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Members or any larger percentage specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.
7. Committees. The Board may appoint such committees as it deems necessary or appropriate in carrying out its powers and duties under the Declaration, provided that, when so delegated, the Board shall not be relieved of its responsibilities pursuant to the Declaration.
8. 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 in accordance with applicable law. 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.
9. Assessments. As more fully provided in the Declaration, the Association shall levy and enforce assessments which are secured by a continuing lien upon the Lots against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate provided in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner subject to assessments may waive or otherwise avoid liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.
10. Corporate Seal. The Association may have a seal, if any, in circular form having within its circumference the words "FOUNTAIN HILLS HOMEOWNERS ASSOCIATION."

11. Amendments. These Bylaws may be amended by a majority vote of the Board present at a regular or special meeting of Board at which a quorum of Board is present in person or proxy; provided that, at all times, the Bylaws meet the requirements of section 38-33.3-306(1), C.R.S., or the Declaration.
12. Conflicts. 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.
13. Indemnification.
  - a. The Association may or shall indemnify its Board, officers, employees, fiduciaries and agents to the fullest extent permitted or required by and subject to the requirements and limitations of sections 7-129-101 through and including 7-129-110, C.R.S., including reimbursement of expenses.
  - b. Any indemnification permitted hereunder, including the advance of expenses, shall be made upon the determination that the Board Member, officer, employee or agent has met the applicable standard of conduct set forth in section 7-129-102, C.R.S. Such determination shall be made, including the advance of expenses, in accordance with section 7-129-106, C.R.S.
  - c. The Association may purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee, fiduciary or agent of the Association or who is or was serving at the request of the Association as a Board Member, officer, employee, fiduciary or agent of another Association, partnership, joint venture, trust or other enterprise against any liability asserted against or incurred by the person in that capacity or arising from the person's status, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article, to the fullest extent permitted by section 7-129-108, C.R.S.
14. General Provisions.
  - a. Contracts. The Board may authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of the Association, except as otherwise specifically required by the Articles of Incorporation, Declaration or by these Bylaws.
  - b. Conveyances and Encumbrances. Association may convey or subject the Common Area to security interests upon the affirmative vote of sixty-seven percent (67%) of

the votes in the Association including sixty-seven percent (67%) of the Lots not owned by the Declarant. An agreement to convey or subject the Common Area to a security interest shall be evidence by the Association executing an agreement in the same manner as a deed by the president or vice president and by the secretary or an assistant secretary, or executed by such other person or persons to whom such authority may be delegated by the Board.

c. Checks. All checks, drafts, notes and orders for the payment of money shall be signed by the president or a vice president or the treasurer, or shall be signed by such other officer of the Association as shall be duly authorized by resolution of the Board.

d. Fiscal Year. The fiscal year of the Association shall be the calendar year.

These Bylaws are effective as of \_\_\_\_\_, 2020.

**CERTIFICATION**

The undersigned certifies that I am the duly elected and acting Secretary of Fountain Hills Homeowners Association, a Colorado nonprofit corporation, and, that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary