

BOOK 1270 PAGE 276

STATE OF COLORADO, COUNTY OF WELD  
RECORDED AT 840 AUG 14 1980  
RECEPTION NO. 1231327 EARL SAWYER, RECORDER

BY-LAWS  
OF  
STAR BRIGHT TOWNHOMES ASSOCIATION

I

NAME

This organization shall be known as "Star Bright Townhomes Association", a non-profit Colorado corporation, herein referred to as the "Association".

II

OFFICE

The principal office of the Association shall be at such location within the State of Colorado as the Board of Directors may determine from time to time. The registered office of the Association will be as shown on the Association's Articles of Incorporation, as amended from time to time.

III

PURPOSES

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are primarily to promote the common good and general welfare of the community, and in particular of the property platted as Star Bright Townhomes, a Planned Unit Development, Mesa County, Colorado, herein referred to as the "Property", to bring about civic betterment and social improvements, and for these purposes to:

A. Own, acquire, build, improve, operate, repair, replace and maintain the "Common Area", as more particularly described in the Declaration for Star Bright Townhomes (the "Declaration"), recorded in the office of the County Clerk and Recorder of Mesa County, Colorado;

B. Maintain roads, streets, driveways and parking areas not otherwise maintained by a governmental agency;

C. Fix assessments to be levied against the Property;

D. Enforce any and all covenants, restrictions, and liens for the benefit of the corporation and agreements applicable to the Property, whether contained in the Declaration or not;

E. Pay taxes, if any, on the Common Area; and,

F. Insofar as permitted by law, do any other acts which in the opinion of the Board of Directors, will promote the social welfare, common good and general welfare of the residents and owners of the Property, protect the value and desirability and enhance the safety and habitability of the Property or bring about civic or social improvements.

#### IV

##### MEMBERSHIP

A. Every owner of a Townhouse Unit ("Unit") which is subject to assessment must be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment.

B. Each owner, with the exception of the Declarant and its designated successors, will be entitled to one vote

per Unit owned on all subjects presented to the members. All owners (other than Declarant) shall be Class A members. The Declarant and its designated successors (who will be Class B members) shall have voting power as provided in the Declaration.

C. The Managing Agent, if appointed, or any officer of the Association shall have the power to suspend the privileges of membership, both those of the members and/or his designee, if, in the opinion of the Agent, a member has violated any of the rules or regulations of this Association or is delinquent in paying his assessments. Any member whose privileges are suspended shall be notified in writing of such suspension ten (10) days prior to the date such suspension of privileges shall become effective. A member shall have the right to appeal such suspension directly to the Board of Directors prior to the effective date of such suspension. Suspension resulting from non-payment of assessments shall be removed upon payment by the member of all amounts then currently due, including interest. The term of suspension for reasons other than non-payment shall be left to the discretion of the Board of Directors.

## V

MEMBERSHIP MEETINGS

A. A regular annual meeting of the members of the Association may be held in the State of Colorado at a time and location to be designated by the Board of Directors.

B. Special meetings of the members of this Association may be called at any time by resolution of the Board of Directors or upon the written request of not less than one-third (1/3) of the votes of the members or as may be provided by law.

C. Except as provided in Article XII, Section 12.2 of the Declaration, written or printed notice of all regular or special meetings of the members shall be prepared by the Secretary of the Association and by him delivered personally to each member or mailed to the last known address of each member as shown in the Association's records not less than ten (10) days nor more than fifty (50) days before the date of such meeting. All notices of special meetings shall state the place of meeting, the subjects to be considered at the meeting and no business shall be transacted at any meeting except that stated in the notice.

D. At all meetings of the members, fifty-one percent (51%) of the eligible votes of all members must be represented either in person or by written proxy in order to constitute a quorum for the transaction of business. The majority vote of such quorum will be the act of the Association, and sufficient to bind all members. If less than a quorum be present, the meeting may be adjourned until some subsequent date, no more than sixty (60) days following the preceding meeting.

E. Representation by written proxy shall be allowed and the instrument authorizing the proxy to act at the

meeting shall be delivered to the Secretary at the time of such meeting.

F. Cumulative voting will not be permitted.

G. Any member may at any time waive any notice required to be given under these By-Laws. All the members may take action unanimously by signing a written consent for such action

Any issue, question, election of directors or other proposition to be considered at an annual or special meeting of members may be decided by ballot distributed and voted by mail, pursuant to instructions adopted by resolution of the Board of Directors; provided, that at least fifty-one percent (51%) of the eligible votes are validly cast by return mail address to the Secretary of the Association or delivered to the Secretary.

#### VI

#### ASSESSMENTS

The Association will finance and pay for the maintenance, repair, replacement, and improvement of the Common Area by charging each owner a proportionate share for the cost thereof. As more fully provided in the Declaration, each member is obligated to pay to the Association such annual and special assessments which will be secured by a continuing lien upon the Unit upon which assessments are levied. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within twenty (20) days after the due date, the assessment shall bear interest at the rate

equal to the prime rate then in effect at the United States Bank of Grand Junction on the date the assessment is due and payable. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Unit. Interest due, costs, and reasonable attorneys fees of the Association shall be added to the amount of such assessment.

## VII

DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors. Initially, the Board of Directors shall consist of three (3) persons. The number of directors may be increased by amendment of these By-Laws. If any vacancy occurs in the membership of the Board, such vacancy may be filled for the remainder of his or her unexpired term by majority vote of the remaining directors.

B. Any director may be removed for cause at any time by a two-thirds (2/3) vote of the members present and voting at any special meeting of members called for that purpose.

C. Directors will not be entitled to compensation, but may recover from the Association actual expenses incurred on behalf of the Association.

D. At the first annual meeting of the members, the term of office of one director shall be fixed for three years; the term of office for one director shall be fixed for two years; and the term of office for one director shall be fixed for one year.

E. Upon expiration of the term of office of each respective director, his successor shall be elected to serve a term of three years. A director shall hold office until a successor has been elected and qualified.

F. Any director may resign at any time upon ten (10) days written notice, if the business of the Association is not jeopardized.

#### VIII

##### DUTIES AND POWERS OF DIRECTORS

A. The Board of Directors will exercise general supervision and management of the affairs of the Association.

B. The Board will be directly responsible for maintaining, repairing, replacement and improvement of the Common Area.

C. The Board may appoint an Architectural Control Committee as specified in the Declaration.

D. The Board may adopt and amend reasonable rules and regulations governing the Property, which rules and regulations shall be provisionally effective immediately upon adoption by the Board. However, all such rules and regulations shall be presented to the members at the next regular meeting, at which time such rules and regulations (other than those previously ratified by the members) shall be ratified or rejected by majority vote of the members, including Declarant.

E. The Board may appoint a Managing Agent with such powers and duties as the Board specifies. However, no such delegation will relieve the Board of its responsibilities under the Declaration.

IX

MEETINGS OF DIRECTORS

A. All meetings of the Board shall be held within the State of Colorado at such place as may be designated by the Board and at such times as the Board may from time to time determine. A meeting may be called at any time by the President or any two directors upon reasonable notice to all directors.

B. Any director may at any time waive the notice required to be given under these By-Laws, or action may be taken by unanimous written consent thereto.

C. At all meetings of the Board, a majority of directors shall be required to constitute a quorum for the transaction of business.

D. The order of business at any meeting of the Board of Directors shall be as the Board may determine at the time.

X

OFFICERS

A. The officers of this Association shall consist of a President, Vice-President, Treasurer, and a Secretary, who shall be elected by the directors at their first meeting following the annual meeting of the members of the Association in each year. The President must be elected from among the members of the Board of Directors and the other officers may be so elected. Officers shall hold their respective offices for the term of one year or until their successors are



elected and qualified, unless they resign, are removed or become disqualified.

B. The same person may hold both the offices of Secretary and Treasurer.

C. In case of a vacancy or vacancies occur in any offices, the same may be filled for the remainder of the unexpired term by the Board.

D. The Board may, in case of the absence of any officer or inability or refusal to perform his duties, remove such officer.

E. The Board may, from time to time, appoint and designate other officers and employees of the Association, who (i) shall perform such duties necessary to the operation, maintenance, repair and replacement of the Common Area as may be assigned, and (ii) will hold their offices and positions at the pleasure of the Board.

F. As provided in the FHLMC Seller's Guide, any agreement for professional management of the Association and the Property, or any other contract providing for services of the Declarant or builder, may not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee upon written notice of ninety (90) days or less.

#### XI

#### DUTIES OF OFFICERS

A. Duties of President. It shall be the duty of the President to preside at all meetings of the Board and the

members. He shall sign all certificates of membership, contracts, and other instruments in writing authorized by the Board of Directors to be executed and approve the minutes of all meetings over which he presides. He shall be an ex-officio member of all committees and be responsible for the management of and general supervision of the affairs of the Association. He shall perform such other duties as may be required of him by law, by these By-Laws, and by the Board, and in general perform the duties customarily vested in the president of a corporation.

B. Duties of Vice-President. The Vice-President will act in place of the President in case of sickness or other disability preventing the President from performing the duties of his office and will perform such other duties as may be delegated by the Board.

C. Duties of Secretary. The Secretary will be ex-officio secretary of the Board of Directors. The Secretary will issue all notices of meetings of the members and of the Board, record and retain the minutes of all meetings of the members and directors in appropriate books, and sign all such minutes as Secretary. The Secretary will be the custodian of the corporate seal and records of the Association and affix the seal to all contracts and other instruments in writing executed by the corporation. The Secretary will also preserve all records and documents of the Association not the responsibility of the Treasurer; and generally

perform such duties as usually pertain to the office of secretary or that may be specifically assigned by the Board.

D. Duties of Treasurer. The Treasurer will be custodian of the funds of the Association and of all securities, valuable papers and documents relating to the business of the Association which shall be kept in such depositories and in such manner as directed by the Board. He shall, from time to time, disburse the funds of the Association in accordance with directions from the Board and maintain complete and proper record and account thereof and vouchers for all funds disbursed, all of which shall be accessible for inspection by the other officers or by the Board of Directors. The Treasurer shall also prepare or cause to be prepared an annual budget of projected operating expenses and prepare for the Board, whenever requested, an account of all transactions and the financial condition of the Association. At the discretion of the Board of Directors, the Treasurer may be required to give good and sufficient bond with sureties to secure the proper performance of his duties.

## XII

### INDEMNIFICATION

Each officer and director of the Association will be indemnified by the Association against all expenses and liabilities, including attorneys fees, or any settlement thereof, reasonably incurred by or imposed in any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director

of the Association, whether or not he is an officer or director of the Association at the time such expenses are incurred. The provisions of this Article will not apply to any officer or director adjudged guilty of willful malfeasance in the performance of his duties; provided, in the event of a settlement of any claim, indemnification shall apply only when the Board approves the settlement and reimbursement as being in the best interests of the Association.

## XIII

AUTHORIZATION

No officer or member of this Association may authorize or incur any debt or obligation on behalf of the Association except by express order of or pursuant to authority granted by the Board.

## XIV

FISCAL PROCEDURES

A. All written obligations of the Association, including acceptances, contracts, agreements, deeds, and all other instruments in writing shall be signed with the corporate name by the President, or in his absence, by the Vice-President, and the corporate seal shall be affixed and attested by the Secretary.

B. No expenditures for maintenance, repair, replacement or improvement of the Common Area in excess of \$10,000.00 for any single transaction will be made by the Association or any of its agents without prior approval of a majority of the members entitled to vote; provided, authority for construction

or reconstruction of a capital improvement will be governed by the provisions of Section 12.2 of Article 12 of the Declaration.

C. All checks drawn on Association funds shall be signed by those officers, in their capacity as officers, one or more, as may be authorized by the Board from time to time.

D. The Treasurer, with the assistance of the Managing Agent, if appointed, shall annually prepare a budget for the next year's operating expenses. The budget must be presented to the Board no later than February 1st of each year for consideration, revision and final adoption.

XV

PROHIBITED ACTIVITIES AND DISTRIBUTION OF ASSETS

A. No part of the income or net earnings of the Association will be distributed to or inure to the benefit of the members, directors, officers, or any individual; provided, however, that reasonable compensation may be paid for any services rendered on behalf of the Association. Payment and distributions may be made in furtherance of the purposes set forth in Article III of the By-Laws.

B. No substantial part of the activities of the Association shall be devoted to propaganda or other attempts to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

C. Notwithstanding any other provision of these By-Laws, the Association may not conduct any activities not permitted for a corporation exempt from federal income taxation under the provisions, applicable to this Association, of Section 501(c) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States or Colorado law).

## XVI

BOOKS AND RECORDS

The books, records, or receipts and expenditures, and other papers of the Association shall be open to inspection during convenient weekday business hours by any Unit owner or a holder of an encumbrance on any Unit. The Declaration and Articles of Incorporation of the Association will be available for inspection by any Unit owner or holder of an encumbrance on a Unit at the principal office of the Association, where copies may be purchased at reasonable cost. Prior to the execution of a contract for sale, and if none, before closing, every initial bona fide Unit purchaser will, upon request, be provided a copy of these By-Laws, as the same may be amended from time to time.

## XVII

CORPORATE SEAL

The Association seal will be circular in form having within its circumference the words "Star Bright Townhomes Association".

XVIII

AMENDMENTS

These By-Laws may be amended or modified by the Board or by a two-thirds (2/3) vote of the membership at any regular or special meeting upon notice in accordance with these By-Laws.

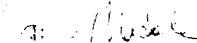
XIX


GENERAL PROVISIONS

The Declaration described in Article III is incorporated by reference to the same extent as though quoted verbatim in the By-Laws. If there is any inconsistency between the Declaration and these By-Laws, the Declaration shall prevail.

THE UNDERSIGNED, being all of the members of the board of Directors of Star Bright Townhomes Association, a non-profit Colorado corporation, confirm that the foregoing By-Laws were adopted by unanimous vote of the Board of Directors on the \_\_\_ day of July, 1980.

  
\_\_\_\_\_  
NATALIE B. STETTNER

  
\_\_\_\_\_  
JAMES MARKLE

  
\_\_\_\_\_  
JOHN C. KIRKHAM

Amendment to the By-Laws  
Of  
Star Bright Townhomes Association

WHEREAS the By-Laws of Star Bright Townhomes Association, (hereby known as the Association) Article VI, "Assessments," page 5, states "Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within twenty (20) days after the due date, the assessment shall bear interest at the rate equal to the prime rate then in effect at the United States Bank of Grand Junction on the date the assessment is due and payable."

WHEREAS the By-Laws of Star Bright Townhomes Association, Article XVIII, "Amendments," page 15, states "These By-Laws may be amended or modified by the Board or by a two-thirds (2/3) vote of the membership at any regular or special meeting upon notice in accordance with these By-Laws."

The United States Bank of Grand Junction is no longer in business and the undersigned Board desires to simplify the financial accounting for the Association.

THEREFORE, Article VI, "Assessments," is hereby revoked and deleted and replaced by the following:

VI  
Assessments

The Association will finance and pay for the maintenance, repair, replacement of the Common Area by charging each owner a proportionate share for the cost thereof. As more fully provided in the Declaration, each member is obligated to pay to the Association such annual and special assessments which will be secured by a continuing lien upon the Unit which assessments are levied. Any assessments which are not paid when due shall be delinquent. Governance of the collection of assessments and collection of delinquent assessments is covered and more fully described in the Star Bright Townhomes Association Policies and Procedures for the Collection of Unpaid Assessments as required by C.R.S. 38-33.3-209.5.



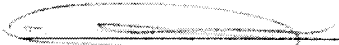
Except as specifically amended by the provisions of this Amendment to the By-Laws of Star Bright Townhomes Association, the By-Laws shall remain in full force and effect.

The undersigned Board of Directors of the Star Bright Townhomes Association certify that the Amendment to the By-Laws of the Star Bright Townhomes Association were adopted by the Board this 1<sup>st</sup> day of July 2018.



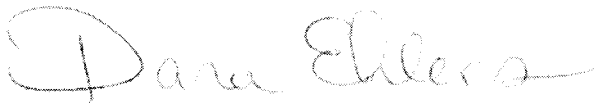
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Valerie E Gilliam, President



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Ashlie Kane, Vice President



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Dana Ehlers, Secretary/Treasurer