

**FIRST AMENDED AND RESTATED BYLAWS
OF
THE BLUFFS HOMEOWNERS' ASSOCIATION
Final Revision August 13, 2025**

**ARTICLE I.
NAME AND LOCATION**

Section 1. The name of the Association is THE BLUFFS HOMEOWNERS' ASSOCIATION, a Colorado nonprofit corporation, hereinafter referred to as the "Association."

Section 2. The principal office of the Association shall be located at the residence of the President of the Association. Such address shall be made known to all Owners of properties lying within the legal boundaries of the Association within two (2) weeks of each Annual Meeting of the Board.

**ARTICLE II.
PURPOSE**

The corporation is formed to be and constitute the Association to which reference is made in the Colorado Common Interest Ownership Act, Colorado Revised Statutes § 38-33.3- 101, et seq., as amended, and to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Act.

**ARTICLE III.
DEFINITIONS**

Section 1. "ASSOCIATION" shall mean and refer to THE BLUFFS HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "DECLARATION" shall mean and refer to the Declaration of Restrictions and Protective Covenants applicable to the Properties, and any amendments thereto (hereinafter referred to altogether as the "Declaration"), recorded in the records of the El Paso County, Colorado Clerk and Recorder on October 27, 1969, at Reception Number 695506 (Book 2316 and Page 458); November 24, 1969, at Reception No. 700238 (Book 2320 and Page 153); February 16, 1971, at Reception No. 782159 (Book 2390 and Page 83); May 21, 1971, at Reception No. 802421 (Book 2410 and Page 180); and August 2, 1974, at Reception No. 91354 (Book 2694 and Page 936).

Section 3. "GOVERNING DOCUMENTS" shall mean and refer to the Declaration, the Articles of Incorporation of the Association filed with the Colorado Secretary of State on January 23, 2001, and the Association's Bylaws, Responsible Governance Policies, and Rules and Regulations, as may be amended from time to time, which Governing Documents and their amendments are incorporated herein by this reference.

Section 4. "LIVING UNIT" shall mean and refer to any portion of the building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 5. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map and maps of the Properties.

Section 6. "OWNER" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title (real property held without limit, i.e., permanently, under common law) to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. "MEMBER" shall mean and refer to those persons whose accounts are current on all fees and assessments associated with Membership and who are Owners of a home or Living Unit as defined in Article III, Section 6 above, provided there shall be only one (1) Membership per home or Living Unit.

Section 8. "PROPERTIES" shall mean and refer to that certain real property described in the Declaration of Restrictions and Protective Covenants in The Bluffs, Filing Nos. 1, 2, and 3, and such additions thereto as may hereafter be brought within the jurisdiction of the Properties.

ARTICLE IV. MEMBERSHIP

Section 1. MEMBERSHIP STRUCTURE. The Association shall be a membership corporation without certificates or shares of stock. There shall be one class of membership, and each Lot, as defined in the Declaration and amendments thereto shall hold one membership interest in the corporation ("Membership") regardless of the number of record title Owners of the Lot. No person or entity other than an Owner of a Lot may be a Member of the corporation.

Section 2. MEMBER VOTES. Each Member shall have one vote on all matters in which Members are entitled to vote. All voting shall be by secret ballot, and results of a vote taken shall be reported without reference to the names, addresses, or other identifying information of Lot Owners participating in such vote.

Section 3. NO ASSIGNMENT. A Membership in the corporation and the share of a Member in the assets of the corporation shall not be assigned, encumbered, or transferred in any manner except as appurtenant to the transfer of title to the Lot to which the Membership pertains.

Section 4. MEMBERSHIP APPURTENANT TO LOT. A transfer of Membership shall occur automatically upon the transfer of title to the Lot to which the Membership pertains. When there is a change in ownership of any Lot located within the Association, the new Owner(s) shall become a Member(s) of the Association. The Association will provide a status letter stating all transfer fees and assessments to be collected at closing and paid to the Association in response to a title company's inquiry about the same.

Section 5. SUSPENSION OF VOTING RIGHTS. The Association may suspend the voting rights of a Member who is ninety days or more past due on the payment of annual assessments levied by the Association.

Section 6. ANNUAL ASSESSMENTS. Each Lot Owner shall pay an Annual Assessment to the Association. Annual Assessments levied by the Association shall be used as outlined in the annual budget approved by the Association members at the annual meeting. The Annual Assessment, together with any accrued interest, late charges, and costs shall be a continuing lien upon the Lot and all improvements thereon against which each such Assessment is made from the beginning of each Assessment period until paid. The Board shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Lot Owner, and a description of the Lot. Such notice shall be signed by a member of the Board and shall be recorded in the office of the El Paso County, Colorado Clerk and Recorder. The costs and expenses for filing any notice of lien shall be added to the Assessment for the Lot against which it is filed and

collected as part thereof. Each Assessment, together with any interest, and late charges shall also be the personal obligation of each person who was the Owner of such Lot at the time the Assessment became due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 7. RIGHTS, PRIVILEGES, DUTIES OF MEMBERS. These Bylaws contain provisions setting forth additional rights, privileges, duties, and responsibilities of the Members.

ARTICLE V. MEETINGS OF MEMBERS

Section 1. ANNUAL MEETING. The Annual Meeting of the Full Membership of the Association shall be held on such day and time as the Board of Directors determines in either the month of September or October. Annual and Special Meetings of the Members shall be held at the principle office of the Association or at such other place within El Paso County, Colorado as the Board may authorize.

Section 2. SPECIAL MEETINGS. Special Meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or upon written request of the Members having 30% or more of the votes in the Association. Member requests for a Special Meeting must be submitted to the Secretary.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or the person authorized by the Board of Directors to call the meeting, by mailing, emailing, or hand delivering a copy of such notice at least fifteen (15) but not more than thirty (30) calendar days before such meeting to each Member entitled to vote, 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 purpose of the meeting, the place, date, and time of the meeting and, if applicable, shall include the proposed agenda and a slate of officers and committee members up for election. The Secretary's certification that the notice was mailed, emailed, or delivered in the manner provided in this Section shall constitute *prima facie* evidence of such service.

Section 4. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 25% of the votes of the Members shall constitute a Quorum for any action. If, however, such Quorum shall not be present or represented at any meeting, the Members entitled to vote, who are in attendance, shall have power to adjourn the meeting, without notice other than an announcement at the meeting, until a Quorum shall be present or represented.

Section 5. PROXIES. At all meetings of Members, each Member in good standing is entitled to vote in person, or if not present, through a person (representative) whom he or she designates to hold his or her proxy. Proxies must be filed with the Association's Secretary or designated board members not later than 48 hours before the starting time of the regular or Special Meeting to which it applies. Upon validation of the proxies timely filed, the Secretary or designated board members will issue each representative a certificate showing the number of votes the representative may cast. Only proxies issued by the board will be accepted at the meeting. Every proxy is revocable, is valid for only the one meeting for which it was granted, and shall cease upon adjournment of the meeting.

ARTICLE VI. BOARD OF DIRECTORS AND TERM OF OFFICE

Section 1. NUMBER. The affairs of the Association shall be managed and operated by a Board of six (6) Directors and four (4) Committee Members, who must be qualified as Members of the Association.

Section 2. COMPOSITION. The Board of Directors shall consist of the Officers (Article XI) of the Association, the three members of the Architectural Control Committee and the three members of the Covenants Compliance Committee (Article XIII).

Section 3. TERM OF OFFICE. The Directors shall serve staggered terms of three (3) years. Two (2) new Directors will be elected each year so that there will be overlapping terms.

Section 4. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the Board of Directors or by a majority vote of Association Members at any special or Annual Meeting of the Association. In the event of death, resignation or removal of a Director, the successor shall be selected by the Members at any special or Annual Meeting and shall serve the unexpired term of the predecessor.

Section 5. COMPENSATION. No Director shall receive compensation for any service rendered to the Association. Any Director, however, may be reimbursed for actual expenses incurred and approved by the Board in advance in the performance of official Association duties.

Section 6. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to act in the absence of a meeting by obtaining the written approval of a simple majority of the Directors. Any action so approved shall be documented in the minutes of a subsequent annual or Special Meeting.

ARTICLE VII. NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATIONS. Nominations for election to the Board of Directors shall be made by any Member prior to the Annual Meeting of Members or any other meeting of Members at which one or more Directors will be elected. Only Members in good standing may be nominated to serve as Directors. Nominations may also be made on the floor at the Annual Meeting. Members in good standing may nominate themselves.

Section 2. ELECTION. Election to the Board of Directors shall be by secret ballot cast at the Annual Meeting. Voting at the Annual Meeting of Members shall be only by Members in good standing, who are present and voting in person and those absent by proxy. Only the official Association ballot will be used. The persons receiving the largest number of votes shall be elected. In the event of a tie, the winner shall be selected by lottery. If the election of Directors is not held at the Annual Meeting of Members, the election shall be held at a meeting of the Members as soon thereafter as is convenient or by a mail or digital ballot.

ARTICLE VIII. CONDUCT OF ELECTIONS

Section 1. ELECTION MANAGEMENT AND OVERSIGHT. The Board of Directors shall govern the conduct of all elections and shall render all interpretations and make all decisions as

to controversies or other matters arising in the conduct of such elections. It is the responsibility of the Board to ensure accurate results and to protect the Association Members from any impropriety in the conduct of elections.

Section 2. ELECTION JUDGES COMMITTEE. The Board will appoint an Election Judges Committee prior to the election. The Election Judges Committee shall be appointed from Members in good standing none of whom may be a serving Director. No Member who is on the election ballot may serve on the Election Judges Committee.

Section 3. COUNTING BALLOTS AND RETURNS. Following the election, the Election Judges Committee will count the ballots and proxies cast and will set aside any ballots or proxies which are defective, spoiled, or otherwise improperly cast or voted. The Election Judges Committee will provide all election returns and certify these with the Secretary of the Association at the Annual Meeting.

Section 4. RECOUNT. If upon completion of its canvass of the votes the Board believes a question about the validity or accuracy of the election results exists, it shall have the power to conduct a recount of the votes and proxies cast.

Section 5. CONTESTING THE RESULTS. Election materials will be preserved for at least one (1) year after the Board announces the final results. Action to contest the election of any person or the results of an election on any question may be instituted by any member of the Board within thirty days after the final results are announced, but not thereafter.

ARTICLE IX. POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have power to:

- a. Adopt and publish Rules and Regulations and interpret and enforce the Declaration, Bylaws, Responsible Governance Policy, and Rules and Regulations in all manner and forms permitted or authorized by law or statute.
- b. Suspend the voting rights of a Member during any period in which such Member shall be ninety days or more past due on the payment of annual assessments levied by the Association.
- c. Exercise for the Association all powers, duties, and authority vested in or delegated to the 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 Directors or a Committee to be vacant in the event such Director or Committee member shall be absent without cause from three (3) consecutive regular meetings of the Board or Committee.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

- a. Keep a complete record of all its acts, financial transactions, and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such a statement is requested in writing by ten percent (10%) of the Members who are entitled to vote.
- b. Supervise all Committee members and agents of the Association, and see that their

duties are properly performed.

- c. Set the amount of the annual assessment based on the approved budget against each Lot at least thirty (30) days in advance of each annual assessment period and adopt Responsible Governance Policies that detail the Board's policies for notice, payment, delinquencies, and collection of the same.
- d. Send written notice of each assessment to every Lot Owner subject thereto during the month prior to each annual assessment period (January 1 to December 31).
- e. Procure and maintain adequate director and officer liability, and hazard insurance.
- f. Cause all Officers or agents having fiscal responsibilities to be bonded, as it may deem appropriate.
- g. All other duties as provided in the Declaration, these Bylaws, and the Rules and Regulations of the Association.
- h. Adopt the Rules and Regulations that detail the Board's policies for notice of covenant violation, fines and fees, and enforcement of the same.

ARTICLE X. MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on a regular basis as deemed by the board, at 6:30 PM at the President's home unless changed by resolution of the Board. Should said meeting fall on a legal holiday, the meeting shall be held at the same time on the next day which is not a legal holiday. Time, date and location of all meetings of the Directors will be posted on the Association's website well in advance of any meeting.

Section 2. SPECIAL MEETINGS. Special Meetings of the Board of Directors shall be held when called by the President, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. QUORUM. A simple majority of the Board of Directors shall constitute a Quorum for the transaction of business. Every act or decision made by a majority of the Directors present shall be regarded as an act of the Board.

ARTICLE XI. OFFICERS AND THEIR DUTIES

Section 1. NUMBER, ELECTION, AND TERM. The Association shall have the following officers: a President, a Vice-President, a Secretary, and a Treasurer. The officers will be elected by the members of the Association at the Annual Meeting of the full membership. Other officers may be elected, appointed, or approved by the Board. The same person may hold any two offices except the President. Each Officer shall hold office until a successor has been duly elected, until their death, or until they resign or have been removed from office by a vote of the Board.

Section 2. PRESIDENT. The President shall be the principal executive officer of the Association and shall be subject to the control of the Board. The President shall supervise and control all business activities of the Association. The President shall preside over all meetings of the Association and the Board and shall co-sign all checks and approve all electronic fund transfers and promissory notes or other instruments obligating the Association. With the Secretary

or any other officer authorized by the Board, the President may sign contracts or other instruments which the Board has authorized to be executed, except when the law otherwise requires.

Section 3. VICE-PRESIDENT. In the event of the absence, incapacity, or death of the President, the Vice-President shall perform the duties of the President. When acting as the President, the Vice President shall have all the powers of and be subject to all the restrictions upon the President. In general, the Vice-President shall perform such duties as the President or Board may assign to Vice President.

Section 4. SECRETARY. The Secretary will record the votes for all elections; keep the minutes of the regular and Special Meetings and other actions of the Members and the Board; prepare and deliver all notices to comply with any provisions of these Bylaws, the Declaration, or as required by law; maintain the records of the Association; keep an up to date record of Association Members, with addresses and other contact information; sign official documents with the President or Vice-President; and perform all duties as the President or the Board may assign to the Secretary.

Section 5. TREASURER. The Treasurer shall receive all monies due and payable to the Association and deposit such monies in the name of the Association in the banks or other depositories designated by the Board; disperse such funds as directed by resolution of the Board; sign all checks and promissory notes and approve all transfers of Association funds; be responsible for all funds of the Association; maintain accurate bookkeeping records; member assessment records, payments and standing; furnish a financial statement following the completion of each fiscal year which shall be available to the Members; prepare an annual budget for approval by the Members, and provide a statement of income and expenditures to be available to the Members at the annual Member meeting; and perform such duties as the President or the Board may assign to the Treasurer.

ARTICLE XII. COMMITTEES OF THE BOARD

Section 1. APPOINTMENT OF COMMITTEES. As required, committees will be appointed by the President to include an Elections Nominating Committee, Newsletter Publication Committee, and Special Actions Committees as required to resolve special requirements of the Association. All appointed Committees report to and receive direction from the Board of Directors.

Section 2. COMPOSITION. Whenever possible, committees will be comprised of Owners from all three Filings represented by the Association. Chairpersons and secretaries of Committees shall be appointed by the Committee from among its members. All appointed Committees report to and receive direction from the Board of Directors. With the exception of the Architectural Control Committee Chairperson and the Covenants Compliance Committee Chairperson, serving Directors may not simultaneously serve on Committees.

Section 3. RESPONSIBILITIES.

- a. The responsibilities of the Election Judges Committee are as specified in Article VIII of these Bylaws.
- b. The responsibilities of the Newsletter Publication Committee are as follows:

The Newsletter Publication Committee will be responsible for receiving and presenting pertinent information affecting the operation and maintenance of the Association. It will publish information of general interest to the Members, decisions of the Board and Members, status of action items,

financial expenditures/receipts, and highlight critical information relating to external and City infrastructure activities pertinent to the membership. The Committee will attempt to provide representative reporting from all three Filings and be the Public Relations arm of the Association. It will attempt to publish a formal newsletter quarterly using available electronic and mail distribution capabilities. The Committee will receive approval in advance from the Board for reimbursement of costs incurred in the process of publishing the newsletter. The Board of Directors will review the final document prior to distribution to the members.

ARTICLE XIII.

ARCHITECTURAL CONTROL COMMITTEE AND COVENANTS COMPLIANCE COMMITTEE

Section 1. NUMBER AND COMPOSITION. An Architectural Control Committee ("ACC") and a Covenants Compliance Committee ("CCC") shall be elected by the Members. The ACC and CCC shall be comprised of three (3) members each, one of whom from each Committee shall serve as the Chairperson of that Committee. It is desirable, but not mandatory that each of the three Filings be represented on the ACC and the CCC.

Section 2. ELECTION OF COMMITTEE MEMBERS. The election of ACC and CCC committee members shall take place at the Annual Meeting of the Members. Members shall be notified of the slate of ACC and CCC committee members to be elected by written notice at least two (2) weeks before the Annual Meeting of the Members. ACC and CCC committee members may also be nominated from the floor at the Annual Meeting but Members making such nominations should have obtained prior written approval from the person being nominated for a particular position.

Section 3. TERM. Elected ACC and CCC committee members shall hold office for a two (2) year term unless they shall sooner resign, be removed, or otherwise be disqualified to serve. ACC and CCC members may succeed themselves only once by serving a maximum of two consecutive two (2) year terms.

Section 4. RESIGNATION AND REMOVAL. Any ACC or CCC committee member may be removed from office with or without cause by the Board. Any committee member may resign at any time by giving written notice to 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 specified later therein, the acceptance of such resignation shall not be necessary to make it effective. Committee Members may also be removed by a majority vote of Association Members present at any annual or Special Meeting called by the Members. Successors to removed committee members shall be selected at an annual or Special Meeting where a Quorum exists. Successors will serve out the term of their predecessors.

Section 5. DUTIES. The duties of the ACC and CCC are as follows:

a. Architectural Control Committee (ACC)

The ACC Chairperson, who is also a member of the Board, oversees and manages the ACC. If possible, the ACC Chairperson shall represent one (1) Filing and the other two (2) ACC members shall represent the remaining two (2) Filings. Each of the (3) members of the ACC are voting members of the board.

The ACC, in coordination with the CCC, ensures that all requested changes to Owner properties meet the intent of the covenants of the Association and if not, offers suggestions to the Owner about ways they may come into compliance. Prior to any changes being implemented by the Owner, the Owner must submit to the ACC all proposed architectural drawings, plans, and

schedules. The ACC will review the submitted materials with the Owner to ensure compliance with the covenants. The ACC will finalize its recommendations in consultation with the CCC and submit them to the Board for approval or disapproval within 30 days from receipt of the ACC's recommendations. If no decision is made by the Board within 30 days after the initial submission to the ACC, the requested change is automatically approved. The ACC shall provide a copy of the Owner's proposal and documents, the ACC's recommendation, and the Board's final decision to the Owner and file a duplicate copy with the Secretary of the Association within ten (10) days of the Board's decision. The ACC will formulate operating instructions to define its processes and approval procedures more fully.

b. Covenants Compliance Committee (CCC)

The CCC Chairperson, who is also a member of the Board, oversees and manages the CCC. If possible, the CCC Chairperson shall represent one (1) Filing and the other two (2) CCC members shall represent the remaining two (2) Filings. Each of the (3) members of the CCC are voting members of the board.

The CCC serves to communicate with all Owners to ensure compliance with the covenants of the Association. In conjunction with the ACC, the CCC assists in interpreting applicability of the covenants and, ensures that the Owner understands the covenants, and obtains written approval from adjacent Owners on proposed property changes. The CCC is also responsible for initiation of any covenant changes and will report on progress to resolve issues at the annual Members meetings. The CCC will formulate operating instructions to define its processes and approval procedures more fully.

ARTICLE XIV. CONTRACTS AND BANKING ARRANGEMENTS

Section 1. CONTRACTS. The Board may authorize one or more officers or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. The authority thus granted may be general or may be confined to specific circumstances.

Section 2. PROHIBITION ON DELEGATION OF MANAGEMENT DUTIES. No Board Member, Committee Member, or Member of the Association shall at any time enter into a contract or agreement that delegates the management or execution of duties described in any governing document including but not limited to these Bylaws, the Declaration, Rules and Regulations, or Responsible Governance Policies to any third-party management company, agency, or individual not elected by the Membership.

The authority and responsibilities of the Board and Committees are non-transferable and must remain under direct oversight and execution of the duly elected Members of the Association. Any attempt to delegate such duties through a management agreement or service contract shall be considered null and void.

Section 3. LOANS. The Association shall contract no loans or issue any evidence of indebtedness in its name unless a resolution of the Board authorizes the same.

Section 4. PAYMENT OF ASSOCIATION FUNDS. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness shall be signed only by officers or agents designated by the Board.

Section 5. DEPOSITS IN CHECKING AND SAVINGS ACCOUNTS. Funds of the Association shall be deposited to the credit of the Association in such banks or savings accounts

as the Board may direct.

ARTICLE XV. FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year unless otherwise designated by the Board.

ARTICLE XVI. STATE LAWS

The Board shall have powers as set forth in the Colorado Common Interest Ownership Act, Part 3 Management of the Common Interest Community as forth in C.R.S. § 38-33.3-303. In any instance in which these Bylaws conflict with the laws of the State of Colorado, the procedures prescribed by statute shall prevail.

ARTICLE XVII. MEMBERS' RIGHT TO APPEAL

Section 1. RIGHT TO APPEAL. All members of the Association shall have the right to appeal any action taken by the Board of Directors, an individual Board member, or any committee member that the member deems punitive in nature. However, appeals shall not be permitted for matters involving annual assessments, interest and late fees.

Section 2. APPEAL REQUEST AND COMMITTEE FORMATION. A member wishing to appeal punitive action must submit a written appeal request to the Board of Directors. Upon receipt of the request, the Board shall form an Appeals Committee. This committee shall consist of three members in good standing from each of the Association's three filings. No member of the Board of Directors or any Association committee shall be eligible to serve on the Appeals Committee. The Appeals Committee shall review the action under appeal and render a decision either in favor of the appellant or in support of the Board's original action.

Section 3. DECISION AND TIMELINE. The Appeals Committee shall provide its written decision to both the Board and the appealing member. The Board and the Appeals Committee shall make every reasonable effort to complete the appeals process within thirty (30) days from the date the appeal request is received.

ARTICLE XVIII. AMENDMENT OF BYLAWS

Section 1. AUTHORITY TO AMEND. These Bylaws may be amended at the Annual Meeting of the Members or any Special Meeting of the Members only by the affirmative vote, in person or by proxy, of at least two-thirds (2/3) of the total membership of the Association, regardless of the number of Members present at the meeting.

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

Section 3. INVALIDATION. Invalidation of any provision of these Bylaws by judgment, court order, or

legislative enactment will in no way serve to invalidate any other provisions, which shall remain in full force and effect.

ARTICLE XIX. TERMINATION AND DISSOLUTION

Section 1. TERMINATION. Following the laws of the state of Colorado, the Association may be terminated by the affirmative vote, in person or by proxy, of no less than sixty-seven percent (67%) of Association members.

Section 2. TERMINATION AGREEMENT. The vote to terminate must be evidenced by the ratification or execution of a termination agreement by the voting members. The termination agreement must specify a date after which the agreement will be void unless it is recorded before that date. REF C.R.S. 38-33.3 – 218. A copy of the termination agreement and all ratifications thereof must be sent by certified mail, or hand delivered, to City of Colorado Springs and El Paso County, Colorado.

Section 3. OUTSTANDING OBLIGATIONS. As part of the termination process all outstanding obligations to creditors or lienholders must be fully paid. Any contracts with service providers must be ended. Creditors of the association are not entitled to payment from any unit owner in excess of the amount of the creditor's lien against that unit owner's interest.

Section 4. ASSETS. In the event that this Corporation is terminated/dissolved, all assets of the Corporation shall be fairly distributed to each of the memberships of the Corporation in a pro rate basis after all asset sales are finalized and the termination documents are filed appropriately with the city and county.

Section 5. VOIDING OF COVENANTS.

If any of the three filings of the Association vote to void their covenants, the member properties in that filing shall automatically cease to be members of the Association and shall no longer be bound by any governing documents of the Association. The process for voting to void a filing's covenants is detailed within each filing's respective covenants.

ARTICLE XX. INCORPORATION OF GOVERNING DOCUMENTS

Reference made herein to the Declaration, the Articles of Incorporation, and the Rules and Regulations is to those documents defined in Article III of these Bylaws, and with their amendments are incorporated herein by this reference as if fully set forth herein.

CERTIFICATION

I, _____, do hereby certify:

That I am the duly elected and acting Secretary of THE BLUFFS HOMEOWNERS' ASSOCIATION, a Colorado non-profit corporation, and;

That the foregoing Bylaws constitute the First Amended Bylaws of said corporation, as duly adopted by a majority vote of a Quorum present at a meeting of the Members held on the day of _____, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my signature this _____ day of _____, 2025.

By: Secretary, The Bluffs Homeowners' Association

DRAFT