



**SUMMERWOOD HOMEOWNERS ASSOCIATION  
RULES & BYLAWS**

Revised  
April 28, 2016

Note: This printing is available in its entirety at [WWW.Summerwoodassociation.com](http://WWW.Summerwoodassociation.com)

Introduction: The Summerwood Rules & Bylaws Booklet includes information that may change more frequently as a result of changes to Colorado Law or Action of the Board of Directors. The Summerwood Declaration, Covenants & Articles of Incorporation are contained in a separate booklet which was most recently recorded with the Summit County Clerk April 29, 2015.

In addition to this Summerwood Rules & Bylaws Booklet the Board of Directors may choose to include more detailed process, schedule, and policy information in an Operating Manual intended to help them manage the business of the Association in an efficient and consistent manner.

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**PART 1**

**SERVICES**

December 2005

Summerwood Architectural Control Committee  
P.O. Box 4844, Dillon, Colorado 80435  
(970) 468-5201

Summit County Building Department  
P.O. Box 5660, Frisco, Colorado 80443  
(970) 668-3170

Water - East Dillon Water District  
58 Grey Fox Lane  
Dillon, Colorado 80435  
(970) 468-6256

Sewer Hook Up  
Summit County Engineer, P.O. Box 68,  
Breckenridge, Colorado 80424  
(970) 453-2561

Electric and Gas – Xcel Energy  
Electric 800-895-1999  
Gas 800-895-2999

Telephone – Century Link Communications  
Service(800) 244-1111  
Repair (800) 573-1311

Cable T.V. -- Comcast  
249 Warren Ave.  
Silverthorne, CO 80498  
888-824-4010

Trash - Timberline Disposal, LLC  
PO Box 1627  
Dillon CO 80435  
970-418-0042

## PART 2

### RULES ADOPTED BY RESOLUTIONS

#### I Road Use Fee

**A.** Prior to commencement of construction on any Site, the Owner shall be required to deposit a non-refundable road use fee (Road Use Fee) in an amount to be calculated as specified in the Board of Director's Operating Manual. The Road Use Fee shall be retained by the Association for the purpose of defraying in part the extraordinary repair and maintenance costs of the Roads resulting from use by heavy equipment and machinery in the course of construction projects.

**B.** For any new duplex projects, the Road Use Fee shall be equal to 150% of the calculated fee.

**C.** Any add-on project or renovation requiring a building permit will be subject to a Special Road Use Fee, as may be determined by the Architectural Control Committee in the exercise of its reasonable discretion.

**D.** The maintenance and repairs of individual driveways are the responsibility of the Owners who use them for access. The Board will require that these drives be kept in good repair. The Association maintains all of the named roads in Summerwood. Maintenance of the walking trail from the end of High Meadow Trail to the Dillon Nature Preserve has been assumed by the Association.”

**E.** Any construction projects larger than a duplex shall be subject to a Special Road Use Fee to be determined by the Architectural Control Committee.

**F.** The Board is authorized to modify the Road Use Fee from time-to-time by appropriate action.

**G.** Each Owner shall be responsible for the cost of any damage to the Roads, caused by themselves, their employees, contractors, or guests pursuant to this Resolution. Such damages shall include, but are not limited to, the costs and expenses incurred by the Association in determining the cause of any damages or infractions, together with any costs and expenses, including Association fines and reasonable attorney's fees incurred in enforcing the terms of this Resolution. All such damages may be assessed and collected from such Owner in the same manner as is provided for the collection of Common Expenses in the Declaration.

**H.** In the event that any owner disputes any assessment for damages or Special Road Fees, as provided for in this Resolution or in connection with the enforcement of this Resolution, upon written request of the Owner, the Board shall hold a hearing with the Owner as soon as practical after the receipt of such notice.

**I.** The Board, by a majority vote, may grant exemptions or variances from this Resolution upon such terms as the Board, in its reasonable discretion, may deem appropriate. Such terms may include, but are not limited to, the posting of bonds by the applicant or the requirement of specific techniques to avoid damage to the Road.

**J.** In addition to any other remedies available, this Resolution may be enforced by a suit for specific performance or injunctive relief. No bond shall be required of the Association in the event of such proceeding.

## **II Fines and Penalties**

**A.** The Owner of any Site in the Subdivision who shall commence or maintain any construction, alterations or other work described in Section 2.1 of the Covenants without Architectural Control Committee approval or contrary to any approved plans, specifications or approvals of the Architectural Control Committee, shall be subject to a fine of up to a maximum amount of Five Thousand (\$5,000.00) Dollars for each separate violation.

**B.** The Owner of any Site in the Subdivision who violates any of the provisions of the Rules and Regulations of the Architectural Control Committee shall be subject to a fine of up to a maximum amount of Five Thousand (\$5,000.00) Dollars for each separate violation.

**C.** For the purpose hereof, the violation by any contractor, agent, guest, tenant or employee of an Owner, whether with or without the knowledge or consent of the Owner, shall be deemed a violation by the Owner.

**D.** In order to assess any fine authorized herein, a majority vote of the Board shall be required.

**E.** Any fines imposed herein shall be deemed a special assessment against the Owner's Site and shall be collectable in the manner authorized in the Declaration.

**F.** The election by the Board to impose a fine for any violation shall be without prejudice to recover actual damages, and to enforce compliance by appropriate legal proceedings or as otherwise authorized.

**G.** RENTAL POLICY Summerwood no longer requires a Rental Deposit. However, owners who rent, lease, or otherwise enter into a commercially structured arrangement of their property, must follow the rental policies described elsewhere in this document, and are responsible for the actions of their tenants. In the event that the tenants violate Summerwood regulations, the Board may fine the owner, and may pursue collection against the owner as described elsewhere, including placing a lien on the property. It is the responsibility of the owner to fully inform their tenants prior to occupancy of all Summerwood rules and regulations which can be found in the Summerwood Homeowners Association Declaration of Covenants, this Rules and Bylaws Document and the Board's Operating Manual all of which are available on the website. If the term of the rental or lease exceeds 30 contiguous days, the owner must advise the Property Manager of the name, home address and home phone number of the occupant.

**H. ALARM POLICY** The Rules regarding Fire, temperature, and Security Alarms are available for review by contacting the management company. False Alarms, an expensive hazard to both the property owner and the management company, will be subject to fines after the first false alarm. The fines are \$100 for the second false alarm, \$200 for the third, \$300 for the fourth, \$400 for the fifth, and \$500 for all subsequent offences in a calendar year.

**I. MINIMUM TEMPERATURE.** Summerwood management inspects homes periodically throughout the year as a service to Owners who may be away from Summerwood. In such periods, home thermostats must be kept at a minimum temperature of 60° F. during the winter months. Failure to adhere to this requirement will result in removal from the Summerwood management alarm response program and may result in the loss of the periodic inspection program for that residence.

**J Policies Regarding Dogs:** Summerwood welcomes residents to own a dog and has a policy designed to allow all homeowners to enjoy their pet(s) without infringing or endangering other residents.

***Covenants: Section 10.5 Animals.*** *Dogs, cats, or household birds may be kept on the property, not to exceed two per Site without the written approval of the Board of Managers. No pet may be kept which interferes with the rights, comforts, or convenience of other Owners. Breeding of any animals on the Property is specifically prohibited. All pets must be kept on a leash when off its Owner's Site.*

The following is intended to clarify what this means regarding dogs:

- Dogs must be kept on a leash at all times “when off its Owner’s Site” and the animal(s) controlled to preclude the invasion of another person’s “personal space” and/or their pets’ without prior permission
- Pick up your dog’s excrement
- Do not allow dogs to bark continuously outside of their home

The above rules apply to homeowners and to their contractors who bring their dog to the job. Observance by the Property Manager of a violation of the policy will be reported to the Board. Homeowners who witness or experience a violation should provide identifying information, including if possible pictures of the dog/owner and report it to the Board. The first violation will result in a warning to the homeowner. Each subsequent violation will result in a fine of \$100 per incidence. Homeowners are also responsible for dogs belonging to their contractors.

Short term renters (less than 30 days) are NOT permitted to have a dog.

**K Clarification of Parking Rules:**

All roads in Summerwood are private. Parking along these roads is restricted by the covenants as follows:

***Covenants: Section 8.1 Parking and Storage.*** *Automobiles may be parked on a temporary basis (not exceeding 4 hours in duration) on the shoulder of the private roads described in the Property Plat, but only for so long as the parking does not constitute and obstruction to traffic.*

Cars are not permitted to park on the road for more than four hours and/or overnight. Overnight or extended parking on the roads creates a road hazard, and in the winter, impedes snow plowing. If a homeowner has the need for guests to park their vehicle overnight and does not have appropriate parking space adjacent to their home, the homeowner must obtain approval from Property Management to park in the clubhouse parking lot.

If cars are parked on the road for more than four hours or overnight or in the clubhouse parking lot without approval, their car may be towed at their expense. The exception to this rule applies only to construction vehicles that may park on the road during working hours (but not impeding traffic) while a construction or maintenance project is underway.

**L.** In the event any Owner disputes the existence of any violation or the assessment of any fine, he may ask the Board of Directors to review such action by written request. The Board, at its next regular meeting, or at a special meeting called for that purpose, shall review the facts and circumstances concerning the violation. The Board of Directors, acting in its reasonable, good faith discretion, shall be authorized to abate all or any portion of any fine. However, the Board's decision shall, in any event, be final.

**M.** In addition to Section 10.5 of the Covenants, Animals, the keeping of pets is limited to Owners and their immediate families. Violations may result in a fine of \$100 per day to the Owner.

**N.** To clarify "Section 10.21 Certain Recreational Vehicles" of the Declarations, No unlicensed motorized vehicles including trail bikes, snowmobiles, ATV's, or other vehicles intended for off highway recreation shall be operated anywhere within the property. If further clarification is needed, it should be requested of the Board of Directors. (Ref: Minutes July 17, 2009)

SCHEDULE A  
SUMMERWOOD HOMEOWNERS ASSOCIATION  
SUMMARY OF FINES

General. The following table is a summary of fines and penalties that are described in more detail elsewhere in the Summerwood Rules Adopted by Resolution, and Rules of the Architectural Control Committee. This summary, including the examples of violations, is for convenience purposes and is not to be deemed all-inclusive. The individual provisions of the aforementioned rules shall control. All fines shall be imposed in accordance with the Association's notice and hearing procedures as set forth in Article VI hereof. Fines may be imposed for each separate violation, including for each day of an ongoing violation. Additional fines and penalties may be imposed by the Board of Directors as they deem appropriate and in accordance with Article VI.

CATEGORY	EXAMPLES	REFERENCE	MAXIMUM FINE
Unauthorized Construction	Initiation of construction without prior approval of plans by ACC and/or Summit Co. Building Dept. Construction of a dog kennel or other out-building.	Part 2. II.A  Part 2. II. B	\$5000
Rental Policy	Renting or attempting to rent a property long term without notice to Summerwood HOA. Presence of tenant pets on property while property is rented.	Part 2. II. G  Part 2. II. K	\$2000  \$100 per day
Alarm Policy	Repeated false alarms from home security system.	Part 2. II. H	\$100 to \$500
Pets	Failure to leash dog when off owner's property	Part 2. II. J	\$100 per incidence
Exterior Maintenance	Failure to repaint/restain when necessary to maintain property in a first class state of appearance.	Part 2. III. A	\$2,500
Compliance	Failure to comply with the requirements of the Rules and Regulations after appropriate action by the board.	Part 2. V. F	\$500 per day
Landscape Maintenance	Failure to mow property on a regular basis.	Part 2. III. C	\$200 per offence
Fire Mitigation	Failure to clear a fire mitigation zone around buildings.	Part 2. III. G	\$500
Sports complex	Failure to clean the Sports Complex after a party.	Part 2. IV. K & L	\$100 - 500
Construction Site	Failure to maintain site free of trash and excess debris.	Part 3. Art. IV. Section 4.20 & 4.25	\$1000
Construction Considerations	Failure to maintain adequate sanitation facilities on site.	Part 3. Art. V. Section 5.12 & 5.14	\$1000

### **III Exterior Maintenance of Buildings and Sites**

**A. Building Maintenance:** The exterior of all buildings located within the Subdivision shall be regularly kept and maintained in a first class state of appearance in accordance with approved building plans. Specifically, Owners shall be required to regularly repaint or restain exterior building surfaces and to promptly repair or replace broken glass, damaged roofs and exterior trim. Violations may result in fines of up to \$2,500 for failure to repaint/restain and of \$100 for other violations.

**B. Driveway and Parking Areas:** All driveway and parking areas as shown on approved plans and specifications shall be surfaced with concrete or asphalt, in compliance with the Rules, Regulations of the Architectural Committee. The paved surface of driveways and parking areas shall be kept in a proper state of repair and free and clear of litter and debris.

**C. Landscaping Maintenance:** All landscaping improvements installed on sites shall be regularly maintained. Landscaped areas shall be regularly watered, mowed and weeded. All dead or diseased trees, shrubs and grass shall be promptly replaced. With prior approval of the ACC, trees and shrubs may be removed to comply with a fire mitigation plan developed specifically for the homeowner's property by the Colorado state forest service; a local government certified individual or company; or the fire chief of the property's fire protection district. Failure to maintain landscaping in first-rate condition may result in a fine of \$200 per offense. Watering enforcement shall be suspended during a period of water use restrictions declared by jurisdiction of community and/or government. Following a period of water restrictions homeowners will be given a reasonable and practical time to revive their landscaping including consideration of our local growing season.

**D. Fines Costs and Damages - Collection:** All costs, fines and damages incurred by the Association together with all costs and attorneys' fees incurred by reason of any violation of these regulations shall be charged to the Owner of the Site. Such amounts shall be a special expense, which shall be deemed an assessment against the Site and shall be collectable in the manner provided for in the By Laws. (See Articles V & VI)

**E. Non-Waiver:** The failure of the Association to enforce these regulations in any one or more instances shall in no event be deemed a waiver of its right to do so in other subsequent instances.

**F. Effective Date:** A copy of these regulations shall be delivered to all property Owners and shall become effective within ten (10) days from the date hereof.

**G. Fire Mitigation:** In furtherance of Section 10.9 of the Covenants, the Board may impose rules with respect to the condition of landscaping contiguous to buildings with respect to fire mitigation and growth of noxious weeds. Violation may result in a fine of \$500. In addition, Summerwood may order an outside contractor to clear the fire zone at the expense of the Owner.

#### **IV Rules Governing Use of Sports Complex**

**A.** The Main Room, part of the pool, and a portion of the pool patio may be reserved for the exclusive use of an owner's party. Homeowner functions that fall in the grey area may be presented to the Board of Directors for consideration and special approval. For example, a meeting of the Summit Womens' Club, several members of which live in Summerwood, has been approved in the past. Criteria to be considered include: a. An inclusive, non-political, non-sectarian group; b. Members include multiple Summerwood homeowners; c. The function is a party or educational experience, and does not directly conflict with the prohibited functions listed in C below. The tennis courts and racquet ball court may be used by party guests during times that the courts have not been reserved by other owners. The rest of the Sports Complex must remain open for general use during a party, including the spa, steam shower, swimming pool, exercise areas and rest rooms. The clubhouse will not be available for private functions during Memorial Day Weekend, Fourth of July, or Labor Day Weekend.

**B.** No homeowner may reserve the Sports Complex, or any of its facilities, for anyone who does not own property in Summerwood. To request a reservation, the owner shall obtain a Reservation Form and submit the completed Form to the Resident Manager.

**C.** The Sports complex is to be used only as an extension of the owner's home and solely for the owner's private parties. Functions such as political groups, organizational meetings, volunteer committees, class reunions, sorority or fraternity groups, religious meetings, fund raising events and subscription parties will not be permitted.

**D.** No cooking is permitted indoors (inclement weather excepted). Barbecue and similar cooking on the reserved pool patio is permitted.

**E.** No organizational signage is permitted, e.g., political, commercial, church, charitable, reunion, etc.

**F.** The Resident Manager will review and approve the reservation or consult a Board Member if disapproval is being considered.

**G.** Any owner may reserve the tennis courts or racquetball court by calling the Resident Manager. The reservation is to be made no more than 2 days ahead of time and for no more than 1 hour of playing time. All groups must limit their time on the courts to 1 hour when other owners are waiting to play.

**H.** Any use of the Sports Complex facilities involving children or guests under 14 years of age, must be fully supervised by an adult owner at all times.

**I.** No pets or animals shall be permitted in the Sports Complex except those assisting the handicapped and those owned by the Property Manager with prior approval of the Board.

**J.** The Resident Manager, a Board Member, or a person designated by the Board may summarily terminate the use of the Sports Complex if it is determined that the facility is being abused or the use to which it is being put is contrary to that approved.

**K.** Immediately following any function, all trash and food must be placed in suitable plastic bags and deposited into the dumpster located just outside the Sports Complex. If it is determined by the Resident Manager that additional cleaning is required, the property owner will be billed appropriately, which charge will appear on a subsequent monthly dues statement.

**L.** In the event of violations to these rules, the Board may impose monetary fines of \$100 to \$500, collect repair costs for physical damages and suspend the privilege of the use of this facility for a specified term. Fines and charges for violation of the Rules Governing the Use of the Sports Complex shall be imposed in accordance with the procedures set forth in Article VI of the Rules Adopted by Resolution.

**M.** Homeowners are responsible for the conduct of guests and renters. Homeowners, guests, and renters are requested to leave the clubhouse as they found it by complying with the following:

1. Place the cover on the Spa; Only the Resident Manager will remove and replace the pool cover.
2. Close any windows you opened.
3. Follow rules on signs posted.
4. Report any building or equipment problems.
5. Turn off all lights.

**N.** The Sports Complex hours are 9:00 a.m. to 9:00 p.m. A request for use at off-hour times may be made with the Resident Manager. The pool will normally be closed for use from mid-September until late-May.

**O.** The paved parking areas adjacent to the clubhouse are intended for the temporary use of owners and guests while using the club facilities. They are specifically not intended for parking or storage of any trailers, boats, snowmobiles, motorcycles, construction materials, motor homes, passenger automobiles, etc. unless authorized by the Resident manager or the Board.

**P.** A guest is:

A person(s) physically visiting a Summerwood homeowner in their Summerwood residence. These individuals may use the facilities with or without the homeowner present.

A person(s) physically visiting a Summerwood property owner in a non-Summerwood residence. These individuals may use the facilities with or without the homeowner present.

A person(s) brought to the common facilities by a Summerwood homeowner whether or not they are visiting or staying in Summerwood so long as they are accompanied by the homeowner.

A person(s) renting a Summerwood home. They may use the facilities with or without the homeowner present.

No homeowner or other individual has the authority to grant permission to non-Summerwood residents to use our facilities unless they meet the above criteria. In all cases when the homeowner is not accompanying the guest they should inform the Summerwood manager of the unaccompanied guest(s).

## **V. Other Rules and Policies**

**A. Emergency Motor Vehicles.** Those vehicles meeting the requirements stated below may be parked in the unit owner or occupant's driveway or guest parking spaces.

1. The emergency motor vehicle must be required by the unit owner's employer as a condition of employment; and
2. The emergency motor vehicle must weigh ten thousand pounds or less; and
3. The unit owner is a member of a volunteer fire department or is employed by an emergency service provider (a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services); and
4. The emergency vehicle has some visible emblem or marking designating it as an emergency vehicle; and
5. The parked emergency vehicle does not block emergency access or prevent other unit owners from using the streets, driveways and guest parking spaces.

## **VI. Enforcement**

**A. Power.** The Board of Directors shall have the power and duty to hear and make decisions regarding violation of the Rules Adopted by Resolution, the Bylaws and Declaration, and to impose fines and/or sanctions in relation to such violations in accordance with this Article VI. With respect to violations of the Rules of the Architectural Control Committee (the "ACC"), the ACC shall have the power to recommend to the Board that fines and/or sanctions be imposed in relation to violation of such rules in accordance with this Article VI. The Board may determine violations, sanctions and enforcement actions on a case by case basis, and may take such other actions as are authorized by the Rules Adopted by Resolution, the Rules of the Architectural Control Committee, the Declaration, and the Bylaws and/or Articles of the Association. The Association may, in addition to or in lieu of the procedures set forth herein, seek other enforcement remedies, including, but not limited to imposition of fines and sanctions in lieu of Article VI.C.c (See Article VI. G and H), legal action, or reporting to other enforcement agencies such as Summit County planning or law enforcement.

**B. Complaints.** A proceeding to determine if the Association's rules or other governing documents has been violated shall be initiated by the filing of a written complaint with the Board by: (a) the Board, or any member thereof; (b) the Architectural Control Committee; (c) the Managing Agent; or (d) the owner of any Site. The

complaint shall set forth the basis for alleged violation, including a statement of the specific provision alleged to be violated, as well as any specifics available with respect to the time, date and/or nature of the alleged violation.

**C. Notice of Violation and Opportunity to Cure.** Upon receipt of a complaint, the Board shall make an initial determination as to whether a violation has occurred based on the complaint. If the Board determines that a violation has occurred and that enforcement is necessary, the Association shall send notice of the violation to the Owner: (a) describing the nature of the violation, including reference to the specific provision violated; (b) the required manner of correction; (c) a reasonable time period including seasonal considerations, but not less than five (5) days, in which the Owner may take the desired corrective action without further action by the Board if such violation is of a continuing nature, or a statement that a repeat violation of the same nature will result in imposition of a sanction; (d) the sanction that will be imposed; and (e) a statement that in the event the Owner disputes the violation or the required manner of correction, the Owner may request a hearing by sending a Request for Hearing to the Association by mailing a written hearing request, by certified mail, return receipt requested, to the Association at the Association's address within ten (10) days of the giving of the Notice of Violation. The Notice of Violation shall be sent via regular mail to the Association's address of record for such Owner and shall be deemed to have been given on the date three calendar days after mailing. The Notice of Violation shall be accompanied by a certificate of mailing setting forth such date, a copy of which shall be retained in the records of the Association.

**D. Notice of Hearing.** Upon receipt of a timely Request for Hearing, the Association shall set the matter for hearing at the next regular meeting of the Board, or at a special meeting of the Board called for that purpose. The Association shall deliver to the Owner a Notice of Hearing which notice shall: (a) set forth the nature of violation; (b) the time and date for such hearing, which date shall not be less than ten days following the date of giving of the notice; (c) invite the Owner to attend the hearing and/or produce or submit any evidence, statement or witnesses on his behalf; (d) describe the fine or other sanction to be imposed; and (e) include a statement that the failure of the Owner to attend the hearing or otherwise respond will be deemed an admission of the violation by the Owner and that the Board will take such enforcement actions as appropriate on that basis. The Notice of Hearing shall be sent via certified mail, return receipt requested, to the Association's address of record for such Owner.

**E. Hearing.** The hearing shall be held pursuant to the Notice of Hearing and shall be conducted in a manner to be determined by the Board so as to allow the Owner a reasonable opportunity to be heard. If the Owner appears at the hearing, or submits any written material in lieu of an appearance, such action shall be deemed a waiver of the notice requirements of this Article VI. If the Owner does not appear, the Board shall take action based upon the written statement, the complaint and all other relevant facts and circumstances. Otherwise, the Board shall take such action, as it deems appropriate at the conclusion of the hearing. If the Owner does not appear and/or does not submit any written statement, the Board may elect not to proceed with the hearing and may impose sanctions deemed appropriate. During any hearing, the Board may exercise its discretion in determining the manner and method of hearing, question witnesses and review

evidence (which evidence may include information provided by the Management Company). The Board's decision shall take into consideration all relevant facts and circumstances and shall be final. If the Board does not inform the Owner of its decision at the hearing, or if no hearing is held, the Association shall provide written notice of its decision to the Owner by mail to the Owner's address of record.

**F. Enforcement.** Upon determination that a violation has occurred, and at the conclusion of a requested hearing, if any, the Association may:

1. Assess a fine or fines in accordance with subject rule, which fine may be in an amount up to \$500 per day for each day of a continuing violation (unless otherwise provided by the specific rule).
2. Enter upon the Site and correct the violation and assess the cost thereof against the Owner as a fine.
3. If the violation involves damage to Association property, recover the cost of repair and/or replacement.
4. Suspend the Owner's rights and/or privileges as a member of the Association.
5. Record a notice of violation in the records of Summit County, which notice shall describe the nature of the violation, including the specific provision of the Association's documents violated (which notice may include or accompany an assessment lien).
6. Take such other action as may be authorized by the Rules Adopted by Resolution, the Rules of the Architectural Control Committee, the Declaration, and/or the Articles of Incorporation and Bylaws of the Association.

**G. Willful Violations.** In the event the Board determines that a violation is exceptionally severe, or willful, wanton or in flagrant disregard of the Association's governing documents, the Association may impose such additional fines as are deemed reasonable by the Board.

**H. Immediate Harm.** If, in its sole discretion, the Board determines that any violation constitutes an immediate threat to the health and/or welfare of the community, or presents a risk of imminent damage to property, the Board may impose any sanction it deems reasonably appropriate to abate the violating condition without compliance with Sections B, C, D or E of this Article VI.

**I. No Waiver.** Nothing in this Article VI shall limit or be a condition precedent to the Association's right to enforce any of the Association's governing documents by any means available to the Association, including, without limitation, commencement of legal proceedings for injunctive relief or damages. The Association shall be entitled to reimbursement of its attorney fees and costs incurred by the Association in connection with any enforcement action, including any proceedings or actions taken under this Article VI.

**J. Basis for Decisions.** The Board's determinations under this Article VI shall be left to the Board's discretion and shall not be arbitrary or capricious. Without limiting the foregoing, the Board may determine with respect to any particular case, that, under the circumstances: (a) the Association's position is not strong enough to justify further action; (b) that a covenant, rule or restriction will not be enforced on the basis that it is inconsistent with applicable law or unlikely to be enforceable; (c) that a violation is technical in nature, but is not so substantial as to justify the expenditure of the

Association's resources; or (d) that it is not in the Association's best interest to pursue enforcement.

**K.** Protocols for Arbitration: Arbitration or mediation may be used under the Uniform Arbitration Act upon agreement of the Board and subject homeowner at any point in the above process.

## **VII. Collection Policy**

### **A. Due Date and Late Charges.**

1. Annual Assessment: Annual Assessment as determined by the Association will only be billed upon request. Owners are encouraged to sign up for monthly automatic bank withdrawals (ACH). If the owner declines automatic withdrawals, the annual dues assessment will be billed in either quarterly or semi-annual payments and shall be due on the first day of the billing period. Assessments or other charges not paid to the Association within 30 days of the date they are due shall be considered past due and delinquent.

2. For any Site not previously assessed by the Association, or upon transfer of any Site prior to payment of the current assessment, or any other amount assessed as fines or fees for violations or otherwise, all such assessed amounts shall be payable to the Association on closing of the transfer.

3. The Association shall be entitled to impose a late charge of 10% per annum from the date it becomes due and payable if not paid within 30 days after such date on each past due and delinquent installment. All late charges shall be due and payable immediately, without notice, in a manner provided for payment of assessments. A \$20.00 fee shall be assessed against any owner in the event any check or other instrument payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever.

**B.** Attorney Fees on Delinquent Accounts. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in collection of assessment or other charges due the Association from a delinquent owner.

**C.** Application of Payments. The Association reserves the right to apply all payments received on account of any owner first to the payment of any and all legal fees and costs, then to costs and expenses of enforcement and collection, late charges, interest, other charges, lien fees and other costs owing to or incurred with respect to such owner and any remaining amounts shall be applied to the assessments due with respect to such Owner.

**D.** Collection Letters. After an assessment, or other charge due the HOA, becomes 30 days past due, the HOA may cause, but shall not be required to send, a written "late notice" to the owner who is delinquent in payment. Said "late notice" shall specify the total amount of the arrearage with an accounting of how it is determined, that the owner may contact Basic Property Management at 970-668-0714 to request a copy of the ledger of the debt and that action is required to cure the delinquency and failure to do so within 30 days may result in the account being turned over to an attorney, a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the owner's property, the appointment of a Receiver if appropriate and other remedies available under Colorado law. See Paragraph E, Payment Plan, for information to be included in the "late notice" regarding a Payment Plan.

**E.** Payment Plan. Said "late notice" as mentioned in Paragraph D. Collection

Letters shall inform delinquent owners they may contact Basic Property Management at 970-668-0714 for a one-shot opportunity at a payment plan to bring their delinquent account current, that the payment plan must be for minimum of six months but can be longer at the discretion of the HOA and the delinquent owner must make the scheduled payment as required by their payment plan and pay their current monthly assessment obligations, and the association may immediately proceed with collections if they fail to make these payments.

**F. Liens.** If payment in full, for any assessment, fine, fee or other charge, is not received by 60 days past due, the Association shall be entitled to file a notice of lien against the Site of the delinquent Owner. The lien shall include fees, charges, late charges, attorneys fees, fines and interest owed by the delinquent owner. The statement of lien shall be duly signed and acknowledge by the Association, or its manager, and shall be served upon the delinquent owner by mail to the address of the owner as set forth in the Association's records.

**G. Referral of Delinquent Accounts.** The Association may, but shall not be required to, refer delinquent accounts to its attorneys for collection. The Association may but shall not be required to assign delinquent accounts to one or more collection agencies for collection. Provisions of this policy notwithstanding, the Association shall be entitled to all additional remedies that may be provided by applicable law. After consultation with the Board of Directors or the Association's managing agent, the attorneys shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure; provided, however, that foreclosure shall not be commenced until thirty (30) days after the mailing of the statement of lien.

**H. Individual Determinations.** The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Association may waive any provision herein. Such relief granted an owner shall be documented with the records of the Association. Further, the Association is authorized to extend the time for filing of lawsuits, liens or otherwise modified procedures contained herein as deemed appropriate under the circumstances.

**I. Delinquency is a Violation.** Any delinquency in the payment of Assessments shall constitute a violation of the covenants contained in the Declaration, and the Association shall be entitled to impose sanctions on delinquent owners consistent with the Association's other policies and procedures, including, without limitation, the procedures set forth in Article VI.

**J. Escrow of Funds.** In the event any Owner seeks to convey or transfer any Site upon which the Association has asserted a lien, and which lien is the subject of a dispute, the Association may, as a precondition to its agreement to the escrow of any amount intended to satisfy such lien, require an escrow in an amount not less than two hundred percent (200%) of the then current lien amount, or such other amount as determined in the sole discretion of the Board. Nothing in this provision shall be deemed to require the Association's assent to any escrow arrangement intended to satisfy any lien.

PART 3

RULES AND REGULATIONS OF THE  
ARCHITECTURAL CONTROL COMMITTEE

APPROVED APRIL 1992  
Revised January 6, 2006

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ARTICLE I  
Authorization

Section 1.1 The establishment of a three member Architectural Control Committee (hereinafter called "Committee") is provided for in Declaration of Covenants, Conditions and Restrictions for Summerwood dated November 1, 1981 and filed with the Summit County Clerk and Recorder (hereinafter called "Covenants") under Reception number 231692 on November 12, 1981. These Covenants further provide that the Architectural Control Committee is empowered to "make such rules, regulations, and bylaws as it may deem appropriate to govern its proceedings".

Section 1.2 This document constitutes the Rules and Regulations (hereinafter called "Rules") of the Committee. These Rules may be altered or waived at the reasonable discretion of the Committee. An Owner or other entity contemplating new construction must be familiar with and abide by Article II of the Covenants, "Architectural Control." (included in this booklet).

Section 1.3 The Owners agree that the Committee performs its duties to benefit the Subdivision as a whole. Accordingly, the Owners waive all claims against the Committee or its members. The Association will indemnify the Committee and its members from any costs, including attorney fees resulting from a claim for a breach of duty, except for gross negligence or willful misconduct.

Section 1.4 Decisions concerning the approval or denial of a unit owner's application for architectural or landscaping changes shall be made in accordance with standards and procedures set forth in the guidelines in the Architectural Control Committee, and shall not be made arbitrarily or capriciously.

Section 1.5 All written ACC approvals shall be valid for not more than 2 years from the date of the approval. Approved projects must be initiated within 1 year and the project must be completed within 2 years. If the project is not initiated within 1 year or completed within 2 years, the home owner must reapply to the ACC. The ACC will then review the project for conformance to the then current regulations.

## ARTICLE II Owner's Responsibility

Section 2.1 The Owner and its agents recognize and will abide by the Rules of the ACC, Covenants, and By Laws for Summerwood as filed, and as amended. Each Owner is responsible for all site data required for development of his architectural plans such as lot dimensions, ground surface elevations, soil conditions, tree and rock locations and utility locations. The Owner's architect shall incorporate into the construction plans, specifications and other contract documents, as appropriate, the applicable provisions of these Rules.

Section 2.2 The Committee may charge an appropriate fee for a plan review and may require the Owner to hire a registered architect and/or engineer to assist the Committee in its review.

## ARTICLE III Design Directions and Guidelines:

Section 3.1 Summerwood is a unique Colorado location and community and as such it offers Owners and their architects the opportunity to create architecture that will stand the test of time and fashion and provide ongoing design excellence.

A. The Architecture proposed for approval for Summerwood should incorporate the following design principles:

(1) Buildings should look like they belong in Colorado and in the Colorado Rocky Mountains. Architectural elements from agricultural buildings, mining buildings, landmark national park buildings and mountain homes are all appropriate.

(2) Building elevations must contain variety in form and texture to project complexity and richness.

(3) Major Architectural features such as windows and roof lines must project a sense of balance and harmony.

(4) Natural building materials such as wood and stone are to be used as much as practicable.

(5) The building must relate well to its site. It must be compatible in appearance and scale with buildings in the immediate neighborhood.

(6) Trees and landscaping should be used to soften building facades.

(7) Earth tone colors which echo and compliment natural colors should be used. Exterior color samples must be submitted and approved.

(8) Each building should be unique. Multifamily buildings should not present the feeling of redundancy or mirror images.

(9) Designs must be fully detailed for all building elevations. A detailed site plan showing finished grades, landscaping, retained trees, guest parking, the exterior perimeter of the building in relation to the subdivision footprint, and driveway grades are important.

(10) No structure or part of any building shall penetrate a continuous plane or hypothetical flexible blanket which lies 35 feet above and parallel to the natural, undisturbed topography at the building's footprint. The 35-foot limit is measured at all points along the building's footprint, from the natural, undisturbed topography, vertically to the highest point of the structure above. "Natural, undisturbed topography" is herein defined as land as it exists this day, October 17<sup>th</sup>, 2003. After completion of the roof-framing phase, and prior to completion, the owner may be required to submit to the ACC an "as-built" improvement location certificate by a licensed surveyor or engineer showing how the structure complies with this rule.

No site disturbance is permitted without prior written approval of the ACC. Every applicant for a permit to build will be required to submit a topographical map showing the land contours at no more than two (2) foot intervals on their site plans. Appendages: Chimneys, vents, and television or radio antennas approved by the ACC may exceed the maximum height allowed by up to 3 feet.

(11) Decks shall be integrated into the overall design and shall not appear "stuck on". Large decks shall follow the contour of the land. If visible, the underside of decks shall be neatly finished and will repeat or compliment the main building facade in appearance.

(12) Spark arresters are required on all wood burning chimneys. The location of chimneys in relation to trees shall be given consideration for fire prevention.

(B) To better understand Summerwood's site and architectural standards, aspects of design have been listed in "acceptable" and "unacceptable" categories. These categories are a design guide.

#### ACCEPTABLE:

1. Sensitive siding relating to the natural surroundings.
2. Preservation of neighbor's views.
3. Landscape planning and design to compliment the architecture.
4. Naturally formed and planted berms and mounds.
5. Preservation of natural vegetation, trees and sage.
6. Revegetation of disturbed areas returned to natural condition.
7. Consideration for natural grades and drainage.
8. Single-family dwelling appearance of multiple units.
9. Integrated outdoor decks and patios.
10. Flat plane roof configurations.
11. Energy conservation.
12. Solar design, passive and active.
13. Earth sheltered and integrated design.
14. Simple material combinations.
15. Native and natural materials.

16. Native stones.
17. Two garage parking spaces per unit
18. At least 2 parking spaces in driveway, or other approved area, for guests
19. Screened meters and regulators.
20. Appropriate exterior lighting, light levels and design layout.
21. Snow storage planning.
22. Retaining walls integrally designed.
23. Driveways hard surfaced, unit pavers, modest site coverages.
24. Wood siding, board and batten, tongue and groove, shingle and lap
25. Transparent finishes.
26. Architectural concrete, sand blasted, textured or aggregate finish.
27. Harmonious garage doors.
28. Metal, cement tile and asphaltic shingle roofs.
29. Skylights (flat), sunrooms, greenhouses, and solariums.
30. Wood windows, aluminum clad windows.

UNACCEPTABLE:

1. Stock plans/modular homes.
2. Plywood, metal, and angled siding.
3. Mirror image or symmetrical multiple units.
4. Chalet, hacienda, colonial, adobe, Tudor styles.
5. Street oriented design (inferior back side designs).
6. Carports.
7. Poor color coordination.
8. Reflective glass.
9. Reflective finishes.
10. Novelty finishes.
11. Ornate, gaudy doors.
12. Gambrel, A-frame, butterfly, stylized, curvature and mansard roofs.
13. Exposed steel beams, which are not faced.
14. Novelty skylights.
15. External electrical receiving equipment that is excessively large and/or mounted without consideration of neighborhood appearance.
16. Unpainted flashing.
17. Creosote railroad ties for retaining walls or landscaping devices.
18. Inappropriate sculpture.
19. Lines of rocks, timber, or logs on drives and walks.
20. Overly grand or excessive driveways.
21. Excess lighting.
22. Low-pressure sodium lighting.
23. Temporary shelters, metal storage buildings.
24. Tents (except for children's play),
25. Fences of any kind.
26. Metal stacks with over eighteen-inch exposure.

ARTICLE IV  
Site considerations

Section 4.1 Lot line setback: There are no lot line setback requirements other than lots with common lot lines in which case a ten foot setback from the common property line is required. Section 10.18 of the Covenants has a provision for reducing this common line setback. Overhangs and decks must be within the lot lines.

Section 4.2 Lot line modifications: The Committee may consider modifications to lot lines in accordance with Section 10.17 of the Covenants.

Section 4.3 Water and sewer connections: A sewer stub out and a water line with a valve are normally in the vicinity of each site. It is permissible and may be necessary to make use of an in house pumping system where the sewer stub is higher than the house drain elevation.

Section 4.4 Tap fees: All water and sewer tap fees must be paid to the appropriate taxing District.

Section 4.5 Phone, Cable T.V., Gas and Electric Service: All services have been installed underground in the general vicinity of each lot. Exact locations are available from the appropriate utility company. Trenching across a street will not be permitted where alternative service connections are feasible.

Section 4.6 Backfill: The backfill of road cuts, sewer, water, and utility lines shall be accomplished with compacted crushed rock. The backfill of retaining walls, footings and foundations may be of compacted earth. Roadway cuts must be compacted to 90 % Proctor density and certified same by a competent authority.

Section 4.7 Driveways: The Covenants provide that “access for vehicular traffic across the Green Areas to a site shall be limited to a specifically described driveway easement from the nearest private road to the site.” This easement shall be described in a separate document prepared by a registered Land Surveyor and submitted to the Committee by the Owner who will then have the easement recorded with Summit County and give a copy to the Committee.

Section 4.8 Unless approved as a variance by the Committee, driveways shall be a maximum of twelve feet wide.

Section 4.9 Driveways shall be constructed within the above described easement and shall be constructed of asphaltic cement, or concrete. Access during construction shall be limited to the driveway easement and areas identified in a “Construction Limits Drawing” (see Section 4.10 below).

Section 4.10 Construction Limits: All construction operations shall be limited to the immediate vicinity of the lot, generally to within twenty feet. The exact limits will be identified in a “Construction Limits Drawing” as illustrated in Exhibit A and shall be identified by the installation of a snow type fence or equivalent by the Owner before the

Owner's contractor begins any site construction. The determination of these Construction Limits shall take into account the location of rock outcrops and trees. Any trees within the construction area that are designated to be saved and protected shall be encircled by a fence located at the drip line of the trees. Such fencing shall not be removed until the final grading operation is begun.

Section 4.11 Trees: *Summerwood home values emanate from a variety of assets, one of which is the beauty of the landscape that includes beautiful trees. Considerable investment has been made to preserve healthy trees with annual spraying and removal of diseased or dead trees. To maintain the beauty of our natural forest of trees, we will protect this natural asset with a policy relative to removal of healthy trees.*

*The ACC is responsible for approving removal of trees and for enforcing the replanting requirements.*

*Conditions under which a tree can be removed from a homeowner's property are as follows:*

- 1. Tree is dead or diseased and has been certified as un-savable.*
- 2. Needs removal due to fire mitigation*
- 3. Location of tree poses a risk to home and/or driveway due to rooting system or from nature of tree growth, e.g. leaning dangerously close to a home.*

*Healthy trees cannot be removed or top trimmed to enhance or improve the homeowner's view or based on the perception that removal will improve the home's value.*

*The current policy (Operating Manual; Existing properties) provides for replacement of trees of equal diameter, e.g. a 10 inch tree be replace by two trees with a 5 inch diameter. Further, this policy considers allowing fewer replacement trees if there is an issue of overcrowding on the homeowner's property. In such cases, the homeowner may replant fewer trees on his property and plant the balance of trees on Common Ground as directed by the ACC. Replacement of tree species include but are not limited to those recommended in the current Summerwood Forest Management Plan.*

*This policy will take effect October 1, 2013.*

Section 4.12 The architectural design shall anticipate the effect of excavation, both for the foundation and the utilities, on the roots of the trees. No nails or staples shall be driven into any tree.

Section 4.13 Signs and flags: It is recognized that it may be appropriate at times to have a sign or flag on the property. This may include "for sale" signs, construction signs, house number signs, display of the American flag, or service flag denoting service of the property owner, and display of political signs no earlier than 45 days before and 7 days after Election Day. All such signs, flags, and flagpoles are subject to the approval by the Committee as to their size, location, content and configuration.

Section 4.14 Topsoil: When earth excavation is required the topsoil should be carefully removed as a separate operation and stored for respreading at the completion of the earth work in conjunction with the landscaping and revegetation. The landscaping plan shall show the location of the topsoil stockpile.

Section 4.15 Earth Excavation: It is anticipated that the typical foundation and basement construction will generate excess earth. If it is not practical to store the excess material within the Construction Limits, the excess will be removed from the Subdivision at the time the excavation is made.

Section 4.16 Drainage: The design of any structure or related items such as fences or retaining walls shall anticipate the effect on natural and surrounding drainage and shall avoid the concentration of runoff. Where runoff must be concentrated within the Construction Limits gentle swales may be incorporated in the landscaping plan with appropriate anti-erosion techniques such as natural stone rip-rap, wood flow retarding barriers, or unobtrusive conduits.

Section 4.17 The Summerwood street system provides an overall positive drainage network which must not be compromised by driveway construction. Appropriately sized culverts under driveways will be required where driveways cross over drainage channels. The ends of these culverts will be required to be neatly finished by beveling or using manufactured flared ends and will be required to have anti-erosion treatment such as hand placed rip-rapping.

Section 4.18 Retaining Walls: Any retaining walls necessary to accommodate a structure, driveway or walkway, within the Construction Limits will be properly engineered and designed to resist overturning earth pressure. Exposed surfaces shall have a finish complimentary to the natural surroundings.

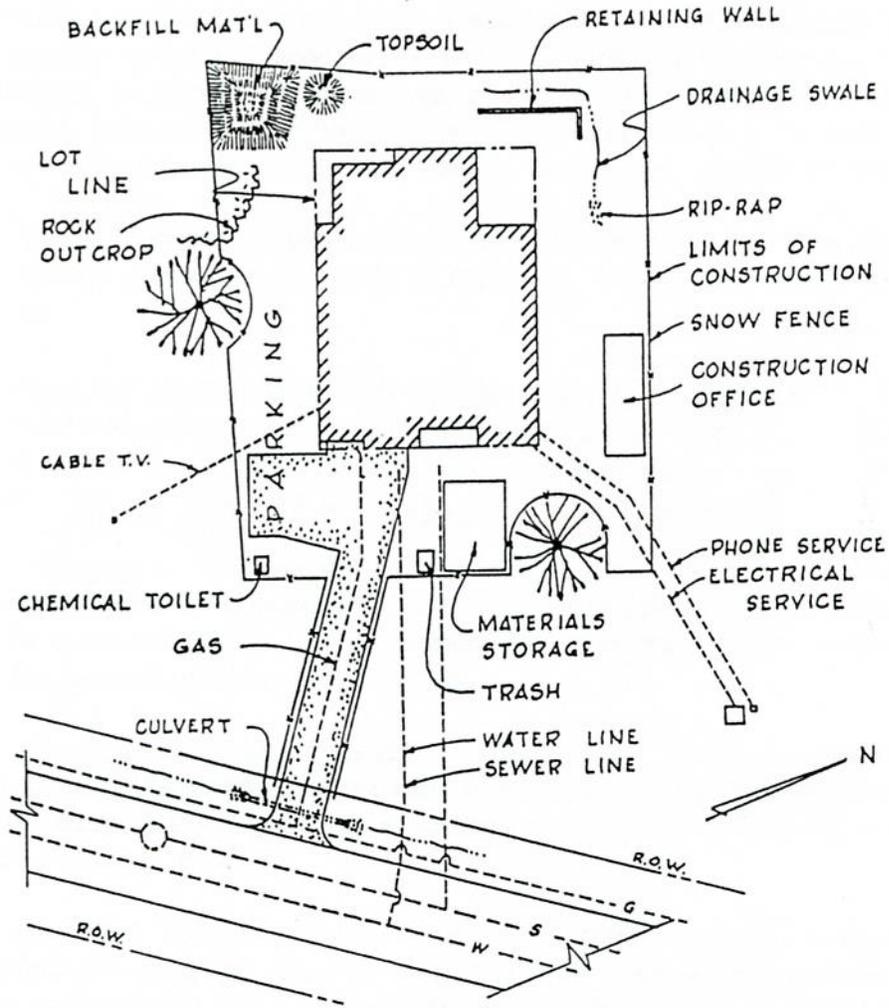
Section 4.19 Exterior Lighting: Outside lighting is permissible provided it is not objectionable to neighboring dwellings or motorists. Unobtrusive, downcast lighting for walkways, decks and patios are permissible. Lighting shall be an integral design element.

## EXHIBIT A TYPICAL CONSTRUCTION LIMITS DRAWING

Note: At a minimum, the items shown on this plan plus contour, revegetation, and landscaping information shall be shown in the construction plans.

SUMMERWOOD  
TYPICAL SITE PLAN  
LOT NO. \_\_\_\_\_  
OWNER \_\_\_\_\_

Date \_\_\_\_\_ Scale \_\_\_\_\_



Section 4.20 Construction Trash: During construction, the builder shall provide a trash receptacle within the Construction Limits. The receptacle shall be promptly emptied when full, shall be neatly kept and be free from objectionable odors. Construction sites shall be kept as neat as possible and cleaned on a daily basis. Paper will not be allowed to accumulate against the screening fence or blow about the area.

Section 4.21 Domestic Trash: Trash storage areas shall be incorporated into the basic building design and shall be hidden from exterior view.

Section 4.23 Utility Meters: Utility meters (gas and electric) shall be screened or otherwise hidden from exterior view.

Section 4.24 Revegetation: The landscaping plan shall provide that all areas disturbed within the Construction Limits shall be re-established with native grasses and trees, with the goal of returning the area to its previous and natural condition. This shall include the respreading of topsoil and the re-establishment of plants, trees and rock formations. All approved landscape plans will include removal of noxious weeds from the site.

Section 4.25 Fines and Penalties: Failure to comply with site considerations may result in a fine of up to \$1,000 per occurrence. Repeated violations of Rules and Regulations in Section IV may result in revocation of ACC approval of construction plans.

## ARTICLE V Construction Considerations

Section 5.1 Area of Operation: The contractor, sub-contractors, and material suppliers shall confine all work to within the Construction Limits as identified in Exhibit A. The Owner will be held responsible for any damage to the Green Areas and roadways.

Section 5.2 Working Hours: Outside or noisy work shall be confined to daylight hours unless the Committee approves otherwise.

Section 5.3 Parking: No parking will be allowed in the Green Areas. Parking will be allowed on the streets during working hours as long as traffic movement is not hindered. Construction parking must be described by the construction documents and is allowed within the Construction Limits.

Section 5.4 Pets: Contractors and employees pets will be removed if a nuisance is caused.

Section 5.5 Noise and Dust: Noise and dust shall be controlled on the site. Loud audio devices are prohibited.

Section 5.6 Backfill Compaction: The Resident Manager shall be notified before backfilling in the Green Areas. It is the intent that the Resident Manager will observe such backfilling to ensure that it is done satisfactorily to avoid future settling problems.

Section 5.7 Blasting: The Board of Directors has prohibited blasting in Summerwood.

Section 5.8 Concrete Spillage: Dumping or cleaning of concrete trucks anywhere within Summerwood outside of the Construction Limits is not permitted. Any accidental spillage shall be immediately cleaned by the Contractor.

Section 5.9 Miscellaneous Spillage: Accidental spillage of grease, motor oil, form oil, curing compounds and other material within Summerwood shall be cleaned up immediately.

Section 5.10 Maintenance: The performing of any major maintenance of equipment within Summerwood is not permitted.

Section 5.11 Fire Protection: Open fires are not allowed for trash or warming. Normal heating for construction purposes is allowed. One 1016 ABC Fire Extinguisher is required on site.

Section 5.12 Sanitary Facilities: The contractor shall provide a chemical toilet within the Construction Limits.

Section 5.13 Trash: Daily site cleanup is required. Any material trash outside of the Construction Limits shall be immediately retrieved. An appropriate trash container is required which shall be emptied at regular intervals.

Section 5.14 Fines and Penalties: Violation of the requirements of this Section 5 may result in fines of up to \$1000 per violation per day. Repeated violations of Rules and Regulations in Section IV may result in revocation of ACC approval of construction plans.

## ARTICLE VI Review and Approval Procedure

Section 6.1 Conceptual Meeting: An initial meeting between the Committee, the Owner and the Owner's architect is recommended. At this time these Rules, the site and the building concept will be discussed. This meeting may take place at an office or at the site.

Section 6.2 Committee Meetings: The Committee will meet on demand to review Architectural plans or conduct other business. Plans should be submitted allowing at least four weeks for Committee review.

Section 6.3 Preliminary Design Review: The Owner or Architect shall submit two sets of preliminary design plans. The submittal shall include a site plan that includes existing and proposed contour lines, building location, driveway, parking, trees, rock outcrops, utilities and landscaping and the design plans shall include exterior elevations, floor plans, building sections, specifications and materials of construction.

Section 6.4 Final Design Review: The Owner or Architect shall submit for approval two sets of final construction documents. Included in the submittal shall be a set of exterior material collages, a “Construction Limits Drawing” as illustrated in Exhibit A, specifications pertinent to the exterior appearance of the project and a simple milestone schedule. The building, parking, driveway, trees to be removed and the Construction Limits shall be staked in the field.

Section 6.5 Construction Period Review: The Committee will observe the work in the field for compliance by the Contractor of the aspects of the construction that fall under the jurisdiction of the Committee. The Owner may expect that the Committee will give specific notice to the Owner and the Contractor of violations of these Rules and may act to remedy such within the limits of the powers available to the Committee.

Section 6.6 Changes: The Owner is responsible for obtaining Committee approval for any changes that significantly affect the exterior appearance of the project compared to the approved construction documents.

Section 6.7 Variances: An Owner or representative may make a formal request for a variation to these Rules by submitting a written description of the variation, and stating the justification for it. This can be done either during the design stage or in the construction stage. If a request is made during the construction stage, it must be submitted prior to the pertinent work being started.

Section 6.8 Violations: Fines for violation of the Rules and Regulations of the Architectural Control Committee shall be recommended to the Board by the ACC in accordance with provisions of Article V of the Rules Adopted by Resolution.

## PART 4

### BYLAWS

#### THE SUMMERWOOD HOMEOWNERS ASSOCIATION

##### ARTICLE I

###### Name and Location

The name of the corporations Summerwood Homeowners Association, a Colorado nonprofit corporation, referred to as the "Association." Every Owner of a Site or Owner of part of a multifamily building shall be a Member of the Association. The registered office of the corporation shall be located at 204 East Ridge Drive, Dillon, CO 80435 but meetings of Members and Directors may be held at places within the State of Colorado, County of Summit, as may be designated by the Board of Directors.

##### ARTICLE II

###### Definitions

The definitions contained in the Declaration recorded under Reception No. 231692 on November 12, 1981 of the Summit County records apply whenever used in these By-Laws.

##### ARTICLE III

###### Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date and at a time selected by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members entitled to vote one fifth of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the secretary to each Member entitled to vote, by depositing in the United States mail a copy of the notice, postage prepaid, not fewer than 10 nor more than 50 days before the meeting, addressed to the Member's address appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting, agenda items, budget changes and any proposal to remove an officer or member of the board of directors and, in the case of a special meeting, the purpose of the meeting.

The notice of meetings shall be physically posted on the bulletin board in the Sports Complex.

Section 4. Quorum. The presence at the meeting of Members or of proxies entitled to cast one-tenth of the votes authorized by the Declaration 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 at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed before the meeting with the Secretary. Every proxy shall be revocable. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. Only a member in good standing of the Association, who is present at the meeting, can act as proxy for another member.

Section 6. Place of Meeting. Meetings of the Members shall be held at a place, within the County of Summit, State of Colorado, as the Board of Directors may determine.

Section 7. Voting by Mail. Voting by mail is permitted for election of directors, amendment of the Articles of Incorporation, or a proposed plan of merger, consolidation, or dissolution in accordance with Title VII, Article 23, Section 106(2), Colorado Revised Statutes 1973, as the same may be amended from time to time, provided, however, that such voting is subject to the voting requirements imposed by the Declaration, the Articles of Incorporation, and these Bylaws.

Section 8. Voting. At the request of twenty percent of unit owners, secret ballots must be used when voting on issues on which all unit owners have the right to vote. Secret ballots must be counted by a neutral third party or a committee of volunteers who are selected at an open meeting, in a fair manner. Volunteers may not be board members and, in a contested election, candidates.

#### ARTICLE IV

##### Board of Directors; Selection; Term of office

Section 1. Number. The affairs of the Association shall be managed by a Board of five directors. The Board may appoint no more than 2 Associate member of the Association to the Board. The Associate directors shall not be entitled to vote on Board business.

Section 2. Term of Office. At the annual meeting of the homeowners, Board members are elected for a staggered term of two years, two members elected one year and three elected the next year.

Section 3. Associate Directors. At any regular meeting of a Board of Directors, the Board may appoint associate directors for one-year or two-year staggered terms. The Board shall appoint replacements at its discretion to fill vacancies.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, at a meeting called by the Board for that purpose. In the event of death, resignation, or removal of a director, 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.

Section 5. Compensation. No director shall receive compensation for any service (s)he may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties. The board may authorize and account for as a common expense, reimbursement of board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of unit owners' associations. The course content of such educational meetings and seminars shall be specific to Colorado, and shall make reference to applicable sections of the Colorado Common Interest Ownership Act.

Section 6. Action Taken Without a Meeting. The directors 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 the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### Nomination and Election of Directors

Section 1. Nomination. Nomination of candidates for election to the Board of Directors shall be made by making known one's intention to seek election to the Board, in writing, at least thirty days prior to the annual meeting.

Section 2. Election. A contested election to the Board of Directors shall be by secret, written ballot and counted by a neutral third party or a committee of volunteers who are selected at an open meeting, in a fair manner. Volunteers may not be board members or candidates. At such elections the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed by the Board. The President may cancel a regular meeting if no material business needs to be addressed.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Meetings of Directors. All regular and special meetings of the Association's executive board, or any committee meeting, shall be open to attendance by all members of the association or their representatives. Agendas for meetings of the executive board shall be made reasonably available for examination by all members of the association or their representatives. Colorado law specifies that for regular and special meetings of the Board of Directors, unit owners must be allowed to speak at an appropriate time before the board takes formal action on any item under discussion. This opportunity to speak must be allowed in addition to any other speaking opportunities provided by the board. The board may place reasonable time restrictions on those speaking. The board also shall provide for a reasonable number of people to speak to each side of an issue.

Section 5. Closed Meetings. The provisions of Section 4 notwithstanding, the Board (or ACC), may hold an executive or closed door session and may restrict attendance to Board members and other persons specified by the Board, provided that any such executive or closed door session may be held in accordance with Section 38-33.3-308(4), C.R.S., as amended from time to time, and so long as the matters to be discussed during such session are limited to:

(A) matters pertaining to employees of the association or the managing agents contract, or matters involving the employment, promotion, dismissal, or discipline of any officer, agent, or employee of the Association;

(B) consultation with legal counsel concerning disputes that are privileged or confidential between attorney and client, or which pertain to any pending or threatened legal proceeding;

(C) any matters related to the investigation of any criminal or other intentional wrongdoing;

(D) matters which would be unnecessarily invasive of personal property if openly discussed or disclosed; or not properly disclosed; and

(E) discussions relating to communications with or from legal counsel. Executive session may be opened or declared by the presiding officer of the subject meeting and by announcement of the same in conjunction with the applicable provision above. No rule or regulation shall be adopted in executive session.

## ARTICLE VII Powers and Duties of the Board of Directors

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

(A) Adopt and publish rules and regulations governing the use of the Commons and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(B) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of regular dues levied by the Association.

(C) Suspend the privileges of home inspection and or snow removal if the owner is more than 30 days delinquent in the payment of ordinary Association dues.

(D) Exercise for the Association all powers, duties, and authority vested in or delegated to the Board of Directors of the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(E) Declare the office of a member of the Board of Directors to be vacant in the event the member is absent from three consecutive regular meetings of the Board of Directors; and

(F) Authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the Property. It shall be the primary purpose of these management agreements to provide for the administration, management, repair, and maintenance of the Commons and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of management agreements shall be determined by the Board of Directors to be in the best interests of the corporation, and shall be subject in all respects to the Articles of Incorporation, these Bylaws, and the Declaration. Any management agreement with Declarant shall continue

in effect from year to year from the date of execution unless terminated by either party upon 60 days' written notice.

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

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-fourth of the Members who are entitled to vote;

(B) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

(C) As more fully provided in the Declaration, to:

(1) determine the estimated assessment to meet the common expenses of maintenance, operation, and management of the Property.

(2) send written notice of each assessment to the respective Member. Assessments shall be due and payable within 30 days after written notice of the amount is given to the Member.

(3) foreclose the lien against any property for which assessments are not paid within a reasonable time after due date or to bring an action of law against the Owner personally obligated to pay the same.

(D) Upon the payment of a reasonable fee and upon the written request of any Owner, mortgagee, prospective mortgagee, or prospective purchaser of a Site, to authorize an appropriate officer to issue a certificate setting forth the amount of the unpaid assessment, if any, with respect to such Site;

(E) To procure and maintain adequate liability and hazard insurance on Property owned by the Association;

(F) Cause the Commons to be maintained.

(G) Owner education. The association shall provide, or cause to be provided, education to owners at no cost on at least an annual basis as to the general operations of the association and the rights and responsibilities of owners, the association, and its executive board under Colorado law. The criterion for compliance shall be determined by the board of directors.

(H) Notification:

(1) Public disclosures: The Association shall make available on reasonable notice the name of the Association, a valid physical address and telephone number for

both the association's designated agent or management company and telephone number, the name of the common interest community, the initial date of recording of the Declaration, and the reception number or book and page for the main document that constitutes the Declaration. Any changes to the above should be provided to all unit owners within 90 days after the change.

(2) The Association shall make the following information available to unit owners upon reasonable notice:

- a. Date on which fiscal year commences
- b. Operating budget for the current fiscal year
- c. List, by unit type, of the Association's current assessments, including both regular and special assessments
- d. Annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure
- e. Results of its most recent financial audit.
- f. List of all Association insurance policies, including, but not limited to, property, general liability, association director and officer professional liability, and fidelity policies. Such policies shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed.
- g. The Association's Bylaws, Articles, and Rules and Regulations.
- h. The Board meeting and member meeting minutes for the preceding fiscal year.
- i. The Association's responsible governance policies.
- j. The Association may charge a fee, not to exceed the actual cost per page for copies of Association records.

(3) Budget Disclosure: Within 90 days after adoption of any proposed budget, the executive board shall mail by ordinary first-class mail or otherwise deliver a summary of the budget to all unit owners and shall set a date for a meeting of the unit owners to consider the budget. The executive board shall give notice to the unit owners of the meeting as allowed for in the bylaws. In the event that the proposed budget is vetoed, the last periodic budget as proposed by the executive board and not vetoed by the unit owners must be continued until a subsequent budget proposed by the executive board is not vetoed by a majority of all unit owners.

(4) Audit Requirements: The books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, at the discretion of the Board of Directors or when requested by at least one-third of the unit owners by a person selected by the executive board. Such person need not be a certified public accountant except in the case of an audit.

- a. An audit shall be required only when both of the following conditions are met:
- b. The Association has annual revenues or expenditures of at least \$250,000 and

- c. An audit is requested by the owners of at least one-third of the units represented by the Association.
- d. Copies of an audit or review shall be made available upon request to any unit owner beginning no later than 30 days after its completion.

(I) Association Records:

(1) The Association shall keep as permanent records minutes of all meeting of unit owners and the executive board, a record of all actions taken by the unit owners or executive board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the executive board in place of the executive board, and a record of all waivers of notices of meetings of unit owners and of the executive board or any committee of the executive board.

(2) The Association shall keep a copy of each of the following records at its principal office:

- a. Articles of Incorporations
- b. Declaration
- c. Covenants
- d. Bylaws
- e. Resolutions adopted by its executive board
- f. Minutes of all unit owners' meetings and records of all action taken by unit owners without a meeting, for the past 3 years.
- g. All written communications within the past three years to unit owners.
- h. A list of the names and business or home addresses of its current directors and officers
- i. Most recent annual report if any
- j. All financial audits or reviews conducted for the preceding 3 years.

Section 3. Conflicts of Interest

(A) If any contract, decision, or any other action (hereinafter collectively referred to as "Action"), taken by or on behalf of the Association would financially benefit any member of the Board of Directors (or any person who is a parent, grandparent, spouse, child, or sibling of a member of the Board), then that interested member of the Board shall declare that a conflict of interest exists. The interested member of the Board shall declare the conflict of interest as soon as is reasonably practicable upon the introduction of a motion or discussion regarding the action, and shall describe in detail all of the particular facts of the conflict of interest. The declaration of a conflict of interest may be set forth in writing by the interested member, in which case the written description of the conflict shall be read aloud into the record by a disinterested member.

(B) After the interested member of the Board makes such a declaration, the interested member may participate in a discussion of the matter giving rise to the conflict of

interest, however, the interested member may not vote on the issue giving rise to the conflict of interest. If there is compliance with the terms of this policy, the majority of the disinterested members of the Board, or any higher number required by the Association's other governing documents, may in good faith authorize, approve or ratify the conflicting interest transaction. The interested member may be counted as present when determining whether a quorum of the Board exists. Any contract entered into in violation of this policy is not void or voidable by the association if any of the following conditions are met:

1. The director disclosed the material facts to the conflict of interest or the board is aware of them and the board authorizes the transaction by a majority vote;
2. The director disclosed the material facts to the membership or the membership is aware of them and the membership votes to authorize the transaction; or
3. The conflicting interest transaction is fair to the association.

## ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary, and treasurer, and other officers as the Board may from time to time create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for two year unless (s)he shall sooner resign, or shall be removed, or is otherwise disqualified. Terms will be staggered, two elected one year and three elected the next year.

Section 4. Special Appointments. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause by the Board. Any officer may resign at any time giving written notice to the president, or the secretary. The resignation shall take effect on the date of receipt of notice or any later time specified therein. The acceptance of resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to a vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(A) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall, with the Secretary, sign all leases, mortgages, deeds, and other written instruments.

(B) 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 other duties as may be required by the Board.

(C) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association and their addresses; and shall perform other duties as required by the Board.

(D) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse funds as directed by resolution of the Board of Directors; sign all checks of the Association; keep proper books of account; cause periodic audits of the Association books and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to each Member.

(E) The Board of Directors and the officers of the Association may delegate any of their duties to a manager as set forth in any management agreement entered into pursuant to Section 11.4 of the Declaration.

#### ARTICLE IX Committees

The Association shall appoint any committee as deemed appropriate in carrying out its purpose, and these committees need not consist solely of Members, unless the Board of Directors directs.

ARTICLE X  
Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association regular and special assessments, which are secured by a lien upon the Site against which each assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within the 30 days from the due date, interest will be charged at the maximum allowable rate until paid. Additionally, if the assessment is not paid within 30 days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Site. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorneys' fees in connection therewith. No Owner may exempt himself from liability for the assessment by abandonment of a Site or waiver of the use or enjoyment of any of the Commons.

ARTICLE XI  
Corporate Seal

The Association shall not have a corporate seal.

ARTICLE XII  
Amendments and Conflicts

Section 1. These Bylaws may be amended by the Board of Directors at a duly constituted meeting for such purpose or at a meeting of Owners called for such purpose and approved by a majority vote of the votes entitled to be cast by Members present, in person or by proxy. The notice of such meeting shall contain a summary of the proposed changes or a copy of such proposed changes. No amendment shall serve to shorten the term of any director in conflict with the Colorado Nonprofit Corporation Act.

Section 2. 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.

ARTICLE XIII

Miscellaneous

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the thirty first day of December.

Section 2. If the Board of Directors delegates powers relating to collection, deposit, transfer, or disbursement of association funds to other persons or to a managing agent the following is required:

- (A) That the other persons or managing agent maintain fidelity insurance coverage or a bond in an amount not less than fifty thousand dollars or such higher amount as the Board of Directors may require;
- (B) That the other persons or managing agent maintain all funds and accounts of the association separate from the funds and accounts of other associations managed by the other persons or managing agent and maintain all reserve accounts of each association so managed separate from operational accounts of the association;
- (C) 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.

#### ARTICLE XIV Duties of Homeowners

Section 1. Sale of Unit Disclosure to Buyer: Every contract for the sale of property in a common interest community must contain a disclosure statement in bold-faced type that substantially states the following.

*“The property is located within a common interest community and is subject to the declaration for such community. The owner of the property will be required to be a member of the owner's association for the community and will be subject to the bylaws and rules and regulations of the association. The declaration, bylaws, and rules and regulations will impose financial obligations upon the owner of the property, including an obligation to pay assessments of the association. If the owner does not pay these assessments, the association could place a lien on the property and possibly sell it to pay the debt. The declaration, bylaws, and rules and regulations of the community may prohibit the owner from making changes to the property without an architectural review by the association (or a committee of the association) and the approval of the association. Purchasers of property within the common interest community should investigate the financial obligations of members of the association. Purchasers should carefully read the declaration for the community and the bylaws and rules and regulations of the association.”*

The seller has the responsibility to make the above disclosure. If the seller fails to provide the above disclosure, the buyer has a claim for actual damages directly and proximately caused by this failure as well as court costs.

Section 2. Association Documents: On request, the seller shall provide to the buyer or authorize the association to provide to the buyer all of the common interest community's

governing documents. The association will cooperate fully in making the required documents available to the buyer if the seller provides a written request for the management company.

## **Article XV Reserve Policy**

Section 1. The following investment policy addresses the methods, procedure and practices to be exercised in the management of the Association's reserve funds. This policy does not set forth the minimum reserve fund balance required of the Association, any mandate for an annual reserve funds study, or the tax consequences of the investment options contained herein. The Board of Directors will invest reserve funds in good faith and with the care of an ordinarily prudent person in like circumstances would take. The Association shall hold, maintain and/or invest reserve funds in compliance with this policy.

Section 2. All funds shall be deposited and invested by the Association in accordance with Colorado State statutes, and resolutions enacted by the Association's Board of Directors in a manner to accomplish the following objectives:

(A) Safety of Funds. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital, with the objective of mitigating credit risks and interest rate risk.

(B) Liquidity. The Association's investment portfolio shall remain sufficiently liquid to meet all planned expenditures for the following fiscal year. To ensure that adequate reserve and operating funds are available to pay the Association's expenditures, annual fund investments shall reasonably match the planned expenditures for the following fiscal year.

(C) Types of Investments. The reserve and operating fund portfolio shall consist largely of money market accounts, government securities and/or certificates of deposit. The Association's portfolio shall earn a competitive market rate of return on available funds.

Section 3. The Association may engage the support services of outside professionals, subject to the availability of budgeted funds and approval from the Board of Directors. Such services may include the engagement of financial advisors in conjunction with debt issuance, cash management, portfolio management, support, special legal representation, and third party custodial services.

Section 4. The Board of Directors will periodically review the compliance of the investment management practices with this reserve investment policy. Responsibility for conducting investment transactions for the Association resides with the Treasurer. The President of the Board of Directors, or any other person authorized by the Board, will be considered an authorized person to assist the Treasurer in performing investment management, cash management, or treasury functions.

Section 5. On an annual basis, an investment report may be prepared and submitted by the Treasurer or an outside advisor, who will provide such report to the Board of Directors in a timely manner, listing the reserve and operating funds investments held by the Association and the current market valuation of the investments. The report shall include a summary of investment earnings during the prior fiscal year. The Association shall have access to the list of Association reserve and operating fund portfolio holdings and amounts.

Section 6. Banks and savings institutions shall be approved by written resolution by the Board of Directors to provide depository and other banking services to the Association. The Board shall authorize only those banks or other financial institutions domiciled in the United States and having physical facilities for doing business in the State of Colorado, and must be a member of the FDIC.

Section 7. This Article XV is limited solely to the Association's reserve funds and shall not be applicable to any other assets of the Associations, which assets shall be managed in the discretion of the Board using its best and reasonable judgment and in consideration of all facts and circumstances related thereto.

IN WITNESS WHEREOF, we, being all of the directors of the Summerwood Homeowners Association, have hereunder set our hands this \_\_\_17th\_\_\_ day of \_\_\_\_\_May\_\_\_\_\_ 2013\_\_.

\_\_\_\_\_  
Alan Cohen

\_\_\_\_\_  
John C. Hedderich

\_\_\_\_\_  
John Fitzgerald

\_\_\_\_\_  
Barbara Campbell

\_\_\_\_\_  
Anne DelVillano

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Summerwood Homeowners Association, a Colorado nonprofit corporation; and

THAT the foregoing Bylaws constitute the amended Bylaws of the Association, as duly adopted at a meeting of the Board of Directors held on the 17th day of May 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

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