

**BYLAWS**  
**OF**  
**HIGH LINE VILLAS HOMEOWNERS' ASSOCIATION**

**ARTICLE I**

**Plan of ownership**

**1.1 Purpose.** The purpose for which this nonprofit association is formed is to govern High Line Villas situated in the City and County of Denver, State of Colorado described in the Protective Covenants and Declarations for Bible Park Townhouses, also known as High Line Villas (hereinafter referred to as the "Declaration") And any property submitted thereto by supplement or otherwise as is provided in the Declaration.

**1.2 Owners Subject to Bylaws.** All present or future owners, or any other person that might use in any manner the facilities of the High Line Villas are subject to the regulations set forth in these Bylaws. The mere acquisition of a Unit of the High Line Villas, or the mere act of occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with by such person.

**1.3 Definitions.** The Capitalized terms in these Bylaws shall have the same meaning as such terms have in the Declaration recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado. The terms Owners and members as used herein shall be synonymous.

**ARTICLE II**

**Membership, Voting, Percentage of Ownership, Quorum, Proxies**

**2.1 Membership.** Ownership of a Unit is required in order to qualify for membership in the Association. Any person on becoming an owner of a Unit shall automatically become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in Any way connected with, the Association during the period of such ownership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and member arising out of, or in any way connected with, ownership and membership and the covenants and obligations incident thereto. The Association shall issue no certificates of stock, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the Secretary whenever ownership of the Unit designated thereon shall terminate.

**2.2 Voting.** The Owner or Owners of each Unit shall collectively have one vote. If there be more than one owner of a particular unit, the Owners shall decide between themselves how to cast the vote for their Unit, provided, however, that any one co-owner of a Unit present or represented by proxy shall be accepted automatically by the Association as the agent and attorney-in-fact for other co-owners not present or represented by proxy for the purpose of casting the vote of that unit.

**2.3 Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting. No proxy shall be valid after three months from the date of its execution, unless otherwise provided in the proxy.

**2.4 Quorum and Transaction of Business.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of persons authorized to cast the votes of fifty per cent of the Units shall constitute a quorum. An affirmative vote on behalf of the majority of the units present shall be required to transact business.

## **ARTICLE III**

### **Administration**

**3.1 Association Responsibilities.** The Owners will constitute the Bible Park Townhouse Association incorporated, also know as Highline Villas Association which will have the responsibility of administering the Highline Villas through a Board of Directors.

**3.2 Place of Meeting.** Meetings of the Association shall be held at such place as the Board of Directors may determine.

**3.3 Annual Meeting.** The annual meeting of the Association shall be held in May. At such meetings there shall be elected by ballot a Board of Directors in accordance with the requirements of paragraph 4.6 of these Bylaws. The members may also transact such other business of the Association as may properly come before them.

**3.4 Special Meetings.** It shall be the duty of the president to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by persons entitled to cast the votes of at least twenty-five percent of the units and having been presented to, the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of persons entitled to cast the votes of at least sixty-five percent of the units, either in person or by proxy. Any such meetings shall be held within thirty days after receipt by the president of such resolution or petition.

**3.5 Notice of Meetings.** It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record at the address of each member on the records of the Association, at least ten days prior to such meeting. The mailing of the notice in the manner provided shall be considered notice served.

**3.6 Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present either in person or by proxy may adjourn the meeting from time to time until a quorum is obtained.

**3.7 Order of Business.** The order of business at all meetings of the Owners of units shall include as follows:

- a. Rollcall and certifying proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of unapproved minutes.
- d. Reading and approval of financial report(s).
- e. Review of event/maintenance checklist.
- f. Report of officers.
- g. Reports of committees.
- h. Election of Directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

## **ARTICLE IV**

### **Board of Directors**

**4.1 Number and Qualification.** A Board of Directors shall govern the affairs of the Association. The number of Directors may be increased or decreased by the Board of Directors; provided, however, that the number of Directors shall not be reduced to less than three (3), nor increased to more than seven (7).

**4.2 Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the High Line Villas as a first class residential

property. The Board of Directors may perform all such acts and things except those which by law or by these Bylaws or by the Declarations and Covenants may not be delegated to the Board of Directors.

**4.3 Other Powers and Duties.** Such powers and duties of the Board of Directors shall include but shall not be limited to, the following, all of which shall be done for and in behalf of the Owners of the Units.

- a.** To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declarations and Covenants, the Bylaws of the Association, the Rules and Regulations and supplements and amendments thereto.
- b.** To establish, make and enforce compliance with such Rules and Regulations as may be necessary for the operation, use and occupancy of all of the Units and the right to amend same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each member annually.
- c.** To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the common areas and all other items of common personal property as stipulated in the Declarations and Covenants and Rules and Regulations.
- d.** To insure and keep insured all the insurable components of the High Line Villas as provided in the Declarations and Covenants and to obtain and maintain insurance for general liability for the Common Area in amounts sufficient to all reasonably foreseeable contingencies.
- e.** To prepare a budget for the Association at least annually in order to determine the amount of the common assessments payable by the Unit Owners to meet the common expenses of the High Line Villas and allocate and assess such common charges equally to each unit and the Owners thereof and by majority vote of the board to adjust decrease or increase the amount, method, or timing of the assessments or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance or for return to the Owners at the end of each operating year. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs or additional capital expenses or because of emergencies.
- f.** To collect delinquent assessments or other sums outstanding by levying fines and late charges or by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declarations and Covenants, these Bylaws or Rules and Regulations.
- g.** To create or dissolve such standing, special and advisory committees as the Board of Directors deems necessary.
- h.** To protect and defend in the name of the Association any part or all of the High Line Villas from loss and damage by suit or otherwise.
- i.** To borrow funds in order to pay for any expenditure or outlay required, pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary to give security therefore. Such indebtedness shall be the several obligation of all of the Owners in the same proportion as their interest in the common areas.
- j.** To enter into contracts to carry out their duties and powers.
- k.** To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable
- l.** To make repairs, additions, alterations and improvements to the Common Area consistent with managing the High Line Villas in a first class manner and consistent with the Declarations and Covenants.
- m.** To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and to cause an unaudited annual report to be prepared once each year.
- n.** To prepare and deliver annually to each Owner a statement showing receipts, expenses or disbursements for the operating year.
- o.** To meet at least bimonthly and to distribute approved minutes and monthly financial reports to each Owner following each regular meeting.
- p.** To designate and hire and fire the necessary personnel for the maintenance and operation of the common areas.
- q.** To control and manage the use of all parking areas.
- r.** To employ for the Association a managing agent who shall have and exercise all of the powers granted to the Board of Directors by the Declarations and Covenants, Bylaws and Rules and Regulations except as may be specifically provided in these Bylaws or in the Declarations and Covenants.
- s.** In general to carry on the administration of the Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of the High Line Villas.

**4.4 No Waiver of Rights** The omission or failure of the Association or any Unit Owner to enforce the covenants conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declarations and Covenants, the Bylaws or the Rules and Regulations adopted pursuant thereto shall not constitute or be deemed a waiver, modification or release thereof and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

**4.5 Fidelity Bonds** The Board of Directors in its discretion may require that all officers of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The Board of Directors shall require that all employees of the Association, including the Managing Agent, handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

**4.6 Election and Term of Office** Directors will be elected to 3 year terms and the terms shall be staggered such that no more than 2/3 of the Board of Directors shall be replaced at any one meeting. The Directors shall hold office until their successors have been elected.

**4.7 Removal of Directors** At any regular or special meeting duly called, Any one or more of the Directors may be removed with or without cause by a vote representing a majority of the units and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

**4.8 Resignation** Directors may resign at any time by tendering a written resignation to the Board of Directors. Such resignations shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

**4.9 Vacancies** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

**4.10 Regular Meetings** A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place, at least bimonthly, for the holding of additional regular meetings. All Owners shall receive notice by mail or by posting at a prominent location within the High Line Villas of all meetings and may attend, if they so desire.

**4.11 Special Meetings** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

**4.12 Notice** Notice of any special meeting shall be given at least three days previously thereto by oral notification or seven days by written notice delivered personally or mailed to each Director or by notice given at least two days previously by telegraph. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice shall be given of the business to be transacted at, and the purpose of, any special meeting of the Board of Directors in the notice or waiver of notice of such meeting.

**4.13 Quorum** A majority of the number of Directors fixed by section 4.1 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**4.14 Manner of Acting** The act of the majority of the Directors present at a meeting shall be the act of the Board of Directors.

**4.15 No Waiver of Rights** The omission or failure of the Association or any Unit Owner to enforce the Covenants conditions, restrictions, easements, use, limitations, obligations or other provisions of the Declaration, or the Rules and Regulations adopted pursuant thereto shall not constitute or be deemed a waiver, modification or release thereof and the Board of Directors or the Managing agent shall have the right to enforce the same thereafter.

## **ARTICLE V**

### **Fiscal Management**

**5.1** The provision for fiscal management of the High Line Villas, for and in behalf of all Owners as set forth in the Declaration, shall be supplemented by the following provisions:

- a. The funds and expenditures of the unit Owners by and through the Association, shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses.
  - a. Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted including a reasonable allowance for contingencies and working funds except expenditures chargeable to reserves or to additional improvements.
  - b. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
  - c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, wear or obsolescence.

## **ARTICLE VI**

### **Officers**

**6.1 Designation** The officers of the Association shall be a president, a vice president, a secretary and a treasurer all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall from time to time elect.

**6.2 Election of Officers** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

**6.3 Removal of Officers** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and a successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

**6.4 President** The president shall be selected from the Board of Directors. The president shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of president of an Association including but not limited to, the power to appoint committees from among the Owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board of Directors or the members of the Association at any regular or special meeting.

**6.5 Vice President** The vice president shall have all of the powers and authority and perform all the functions and duties of the president in the absence of the president or his/her inability for any reason to exercise such powers and functions or perform such duties.

**6.6 Secretary** The Secretary shall keep all the minutes of the Board of Directors and the minutes of all the meetings of the Association. He/she shall have charge of such books and papers as the Board of Directors may direct and shall in general perform all the duties incident to the office of secretary. The secretary shall compile and keep up to date Association records as stipulated in **Attachment B** to these rules and regulations, and a complete list of the members and their addresses at the principal office of the Association. Such list shall also show, opposite each member's name, the number or appropriate designation of the Unit owned by such member and the ownership interest in the common area appurtenant

to each Unit. Such records and list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

**6.7 Treasurer** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association and such depositories as may from time to time be designated by the Board of Directors. In the event the Managing Agent has the responsibility of collecting and disbursing funds, the treasurer shall review the accounts of the Managing Agent not less often than once each calendar quarter.

## **ARTICLE VII**

### **Indemnification Of Officers, Directors And Managing Agent**

**7.1 Indemnification** The Association shall indemnify every Director, officer, managing agent, attorney, their respective successors, personal representatives and heirs against all loss, costs and expenses including counsel fees reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director, officer, managing agent, or attorney of the Association except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement and to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his/her duty as such Director, officer, managing agent, or attorney, in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, officer, managing agent or attorney, may be entitled. All liability, loss, damage costs and expense incurred or suffered by the Association by reason or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as common expenses, provided however, that nothing in this Article VII contained shall be deemed to obligate the Association to indemnify Any member or owner of a Unit who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him/her and by virtue of the Declarations and Covenants or these Bylaws.

**7.2 Other** Contracts or other commitments made by the Board of Directors officers or the Managing Agent shall be made as Agent for the Owners and they shall have no personal responsibility on any such contract or commitment (except as Owners) and the liability of any unit owner on any such contract or commitment shall be limited to his/her proportionate share of the total liability thereof.

## **ARTICLE VIII**

### **Evidence of Ownership and Registration of Mailing Address**

**8.1 Proof of Ownership** Any person, on becoming an Owner of a Unit, shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an interest of ownership, which instrument shall remain in the files of the Association.

**8.2 Registration of Mailing Address** Each owner shall register with the Association one mailing address to be used by the Association for mailing of statement notices, demands and all other communications and such registered address shall be the only mailing address of such owner to be used by the Association. Such registered address of an owner shall be furnished by such owner to the Secretary within five (5) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the Unit or by such person as is authorized by law to represent the interest of all of the owners thereof.

**8.3 Association Address** The address of the Association shall be as specified by the Board of Directors and notice thereof shall be given to all owners and first mortgages.

**8.4 Designation of Voting Representative – Proxy** If a Unit is owned by one person, his/her right to vote shall be established by the record title thereto. If title to a Unit is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners may execute a proxy appointing and authorizing one person or alternate persons to attend all annual, regular or special meetings of members or Board or any Association vote authorized by the Board of Directors or a majority of Owners and there at to cast the vote entitled to the Unit. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or terminated by operation of law.

## **ARTICLE IX**

**NOTE TO ATTORNEY: ARTICLES IX AND X SEEM TO CONTAIN A LOT OF DUPLICATION WITH THE DECLARATIONS AND COVENANTS. CAN A LOT OF THESE PARAGRAPHS BE REMOVED IN THESE SECTIONS???**

### **Obligation of the Owners**

**9.1 Assessments** All owners shall be obligated to pay the assessments imposed by the Association to meet all of the expenses incurred by the Association and payment thereof shall be made not later than on the tenth (10th) day of the month to the registered mailing address of the owner. The assessments shall be due the first day of the month and subject to late fees and interest as provided in the Declarations and Covenants, Bylaws and Rules and Regulations. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only if he shall have fully paid all assessments made or levied against him and the Unit owned by him/her.

**9.2 Notice of Lien or Suit** An Owner shall give notice to the Association of every lien or encumbrance upon his Unit, other than for taxes and special assessments and notice of every suit or other proceeding which may affect the title to his Unit, and such notice shall be given within five days after the Owner has knowledge thereof.

### **9.3 Maintenance and Repair**

(a) Every Owner shall be obligated for the expense of all maintenance and repair work within his own unit and designated Limited Common Area as provided in the Declarations and Covenants and Rules and Regulations.

(b) All maintenance and repairs of internal installations within a Unit including, as provided in the Declarations, but not limited to, water, light, gas, power, sewage, telephones, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures including furniture and other items of personal property, shall be at the Owner's expense.

(c) An owner shall be obligated to reimburse the Association or another Owner promptly upon receipt of a statement for any expenditures incurred by the Association or other Owner, or both, in repairing, replacing or restoring any Common Area or the interior or any part of a unit damaged as a result of his/her negligence or the negligence of his/her agents.

**9.4 Mechanic's Lien** Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant Common Areas for labor, materials, services or other products incorporated in the Owner's unit. In the event such a lien is filed or a suit for foreclosure of mechanic's lien is commenced, then within twenty (20) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half (1-1/2) times the amount of such claim plus interest for one year together with the sum of One Hundred Fifty Dollars (\$150.00), which latter sum may be used by the Association for any costs and expenses incurred, including attorneys' fees. Except as otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his/her failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his/her Unit which may be foreclosed as provided in the Declaration. All costs and expenses incurred by the Association shall be forthwith reimbursed to it by such Owner(s).

### **9.5 General.**

- (a) Each Owner shall comply strictly with the provisions of the recorded Declarations and Covenants, these Bylaws and amendments thereto, and the Rules and Regulations.
- (b) Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the High Line Villas was built.

### **9.6 Use of Units - Internal Changes.**

- (a) All units shall be utilized only for residential purposes as is provided in the Declaration.
- (b) An owner shall not make structural modifications or alterations to the exterior of his/her unit or on the real property appurtenant to the unit, or installations located therein without the written approval of the Architectural Control Committee and Board of Directors as stipulated in the Declarations and Covenants and Rules and Regulations.

**9.7 Use of Common Areas** Each owner may use the Common Area, including but not limited to, sidewalks pathways, roads and streets and other common areas located within the entire High Line Villas in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to the Rules and Regulations contained in these Bylaws and established by the Board of Directors as provided in Section 9.9 of these Bylaws.

### **9.8 Right of Entry**

- (a) An Owner shall and does grant the right of entry to the managing Agent or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening his/her unit, whether the Owner is present at the time or not.
- (b) An Owner shall permit other Owners, or their representatives, to enter his/her unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which if not performed, would affect the use of other unit(s); provided that requests for entry are made in advance and that such entry in at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

### **9.9 Rules and Regulations**

- (a) **The Rules and Regulations are annexed hereto and made a part hereof as Schedule A.**
- (b) The Board of Directors reserves the power to establish, amend and enforce compliance with such Rules and Regulations as may be necessary for the operation, use and occupancy of the High Line Villas with the right to amend same from time to time. Rules and Regulations may be amended by a majority vote of the Board of Directors or by a vote of sixty percent (60%) of Owners. Copies of such Rules and Regulations shall be furnished to each unit owner prior to the date when the same shall become effective or upon request.

**9.10 Destruction and Obsolescence** Each Owner, upon becoming an Owner of Unit hereby grants his power of attorney in favor of the Association irrevocably appointing the Association his attorney-in-fact to deal with the Unit upon its damage, destruction or obsolescence, all as is provided in the Declaration.

**9.11 Notice to Association** An Owner who mortgages or gives a deed of trust of his/her Unit shall notify the Association through the managing Agent or the Secretary of the Board of Directors, giving the name and address of the mortgagee The Association shall maintain such information in a book(s) entitled "Owners-mortgagees of Units."

**9.12 Notice of Unpaid Assessments** The Association shall at the request of a mortgagee of a unit report any unpaid assessment due from the Owner of such unit, in accordance with the Declarations and Covenants.

## **ARTICLE X**

### **Abatement And Enjoinment Of Violations By Owners**



**10.1 Abatement and Enjoinment** The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declarations and Covenants, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or an to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

## **ARTICLE XI**

### **Compliance**

**11.1 Compliance with Statute and Declaration** If any of these Bylaws conflicts with the provisions of any applicable federal, state or local law, ordinance, or statute, it is hereby agreed and accepted that the provisions of such statute will apply. If any of the Bylaws conflict with any of the terms and provisions of the Declarations and Covenants, it in hereby agreed and accepted that the terms and provisions of the Declarations and Covenants shall apply.

## **ARTICLE XII**

### **Character of Association**

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

## **ARTICLE XIII**

### **Conveyances and Encumbrances**

**13 .1 Conveyances and Encumbrances** Except as limited Declarations and Covenants, the Association property may be conveyed or encumbered by authority of the Board of Directors or such person or persons to whom such authority may be delegated by resolution of the Board. Conveyances or encumbrances shall be by instrument executed by the President or Vice President and attested by the Secretary, or executed by such other person or persons to whom such authority may be delegated by the Board.

## **ARTICLE XIV**

### **Mortgagees As Proxies**

**14 1 Mortgagees as Proxies** Unit Owners shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed their true and lawful attorney to vote their Unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as Unit Owners under the Certificate of Incorporation and Bylaws of this Association or by virtue of the recorded Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the Managing Agent or the unit Owners to carry out their duties as set forth in the Declaration. A release of the beneficiary's deed of trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Unit Owners, as mortgagors, of their duties and obligations as Unit Owners or to impose upon the beneficiary of the deed of trust the duties and obligations of a unit Owner.

## **ARTICLE XV**

### **Corporate Seal**

**15.1** The corporate seal shall be in such form as shall be approved by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced. The impression of the seal may be made and attested by the Secretary for the authenticity of contracts or other papers requiring the seal.

## **ARTICLE XVI**

### **Fiscal Year**

**16.1** The fiscal year of the corporation shall be such year as shall be adopted by the Board of Directors

## **ARTICLE XVII**

### **Inspection of Records and Statement of Account**

**17.1** Any of the owners or their mortgagees may inspect the records of receipts and expenditures of the Board of Directors at convenient weekday business hours.

**17.2** Upon ten (10) days notice to the Managing Agent or the Board of Directors and the payment of a reasonable fee to be established by the Board of Directors, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner.

## **ARTICLE XVIII**

### **Amendments**

**18.1 Amendments** All Bylaws of the Association shall be subject to alteration amendment or repeal and new Bylaws may be added by the vote of persons authorized to represent at least **sixty percent (60%) of the Units** at a meeting of the Association duly called. All Rules and Regulations (Attachment A to Bylaws) or Record retention guidelines (attachment B to Bylaws) shall be subject to addition, alteration, amendment or repeal by the majority vote of the Board of Directors or sixty percent (60%) of the Units at a meeting of the Association duly called.

ATTACHMENTS: SCHEDULE A-RULES AND REGULATIONS; ATTACHMENT B-RECORDS RETENTION

DATED AT DENVER, COLORADO this \_\_\_\_\_ DAY OF \_\_\_\_\_ 2004.

High Line Villas Homeowners' Association, Inc., a Colorado Corporation

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**(NEED SIGNATURE PAGE FOR 23 HOMEOWNERS OR CAN BOARD DO THIS WITH MAJORITY VOTE ONCE THE NEW DECLARATIONS AND COVENANTS ARE DONE?)**