AMENDED AND RESTATED
BYLAWS
OF
CREEKSIDE I HOMEOWNERS' ASSOCIATION
Dated November 3, 2026

Table of Contents

ARTICLE 1. INTRODUCTION AND PURPOSES 1

ARTICLE 2. DEFINITIONS 1

SECTION 2.1 ACT 1
SECTION 2.2 ASSESSMENT 1
SECTION 2.3 BOARD OR BOARD OF DIRECTORS OR EXECUTIVE BOARD 2
SECTION 2.4 COMMON AREA OR COMMON ELEMENTS 2
SECTION 2.5 COMMON EXPENSES 2
SECTION 2.6 COMMUNITY OR CREEKSIDE COMMUNITY 2
SECTION 2.7 DECLARATION 2
SECTION 2.8 GOVERNING DOCUMENTS 2
SECTION 2.9 MEMBER 2
SECTION 2.10 OWNER 2
SECTION 2.11 PROPERTY 3
SECTION 2.12 PROXY 3

ARTICLE 3. MEMBERSHIP AND VOTING 3

SECTION 3.1 MEMBERSHIP AND VOTING 3
SECTION 3.2 SUSPENSION OF VOTING RIGHTS. 3
SECTION 3.3 MEMBER VOTING 3
SECTION 3.4 TRANSFER OF MEMBERSHIP. 4

ARTICLE 4. MEETINGS OF MEMBERS 4

SECTION 4.1 GENERAL PROVISIONS. 4
SECTION 4.2 ANNUAL MEETINGS. 4
SECTION 4.3 BUDGET MEETINGS 5
SECTION 4.4 SPECIAL MEETINGS. 5
SECTION 4.5 NOTICE OF MEETINGS. 5
SECTION 4.6 PLACE OF MEETINGS AND RECORDING OF MEETINGS. 6
SECTION 4.7 ADJOURNMENT OF MEETING 6
SECTION 4.8 QUORUM AND MANNER OF VOTING 6
SECTION 4.9 PROXIES FOR MEMBER MEETINGS. 6
SECTION 4.10 WAIVER OF OBJECTION OF NOTICE 7
SECTION 4.11 VOTING PROCEDURES/SECRET BALLOTING. 7
SECTION 4.12 VOTING BY MAIL OR ELECTRONIC MEANS. 7
SECTION 4.13 TELEPHONE OR ELECTRONIC COMMUNICATION IN LIEU OF ATTENDANCE. 8
SECTION 4.14 VOTING IN ELECTIONS OF DIRECTORS/OTHER VOTING. 8
SECTION 4.15 ACCEPTANCE OR REJECTION OF INDIVIDUAL VOTES. 8
SECTION 4.16 COUNTING OF BALLOTS 8

ARTICLE 5. BOARD 8

SECTION 5.1 NUMBER. 8
SECTION 5.2 QUALIFICATION. 9
SECTION 5.3 VOTING 9
SECTION 5.4 TERM OF OFFICE FOR DIRECTORS 9
SECTION 5.5 RESIGNATION OF DIRECTORS. 10
SECTION 5.6 REMOVAL OF DIRECTORS 10
SECTION 5.7 VACANCIES. 10
SECTION 5.8 COMPENSATION 10

ARTICLE 6. MEETINGS OF DIRECTORS 10

Section 6.1 Regular Meetings. 10
Section 6.2 Special Meetings. 10
Section 6.3 Notice of Board Meetings. 11
Section 6.4 Waiver of Notice. 11
Section 6.5 Location of Board Meetings and Open Board Meetings. 11
Section 6.6 Executive Sessions. 11
Section 6.7 Board Quorum. 12
Section 6.8 Proxies for Board Meetings. 12
Section 6.9 Consent to Corporate Action. 12
Section 6.10 Telephone or Electronic Communication in Lieu of Attendance. 12
Section 6.11 Owner Participation. 12

ARTICLE 7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS 13

Section 7.1 Powers and Duties. 13
Section 7.2 Restrictions and Requirements. 14
Section 7.3 No Waiver. 14

ARTICLE 8. OFFICERS AND THEIR DUTIES 14

Section 8.1 Enumeration of Offices. 14
Section 8.2 Election of Officers. 15
Section 8.3 Special Appointments. 15
Section 8.4 Resignation and Removal. 15
Section 8.5 Vacancies. 15
Section 8.6 Duties. 15
Section 8.7 Delegation. 16

ARTICLE 9. COMMITTEES 16

Section 9.1 Designated Committees. 16
Section 9.2 Open Committee Meetings. 16

ARTICLE 10. BOOKS AND RECORDS 16

Section 10.1 Association Records. 16
Section 10.2 Minutes and Presumptions Under the Minutes. 16
Section 10.3 Examination. 17

ARTICLE 11. AMENDMENTS 17

Section 11.1 Bylaws Amendments. 17

ARTICLE 12. INDEMNIFICATION 17

Section 12.1 Obligation to Indemnify. 17
Section 12.2 Determination Required. 18
Section 12.3 Payment in Advance of Final Disposition. 18
Section 12.4 No Limitation of Rights. 19
Section 12.5 Directors and Officers Insurance. 19

ARTICLE 13. MISCELLANEOUS 19

Section 13.1 Fiscal Year. 19
Section 13.2 Notices. 19
Section 13.3 Conflicts. 19
Section 13.4 Waiver. 19

AMENDED AND RESTATED

BYLAWS

OF

CREEKSIDE I HOMEOWNERS' ASSOCIATION

RECITALS

Creekside I Homeowners' Association, a Colorado nonprofit corporation ("Association"), certifies that:

(1) The Association and its Members desire to amend and restate the Bylaws currently in effect as set forth below.

(2) The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and all amendments.

The Bylaws of the Association are hereby amended and restated in their entirety, replacing all prior bylaws of the Association.

ARTICLE 1. INTRODUCTION AND PURPOSES

These Amended and Restated Bylaws of Creekside I Homeowners' Association (the "**Bylaws**") will apply to Creekside I Homeowners' Association, a Colorado nonprofit corporation ("**Association**"), the Articles of Incorporation for which were filed with the Colorado Secretary of State on February 13, 1989 (the "**Articles**"). The Association was established pursuant to the Colorado Revised Nonprofit Corporation Act (the "**Nonprofit Act**"), and shall operate under the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et. seq., as amended ("**CCIOA**" or "**Act**").

Capitalized terms not defined herein shall have the meanings set forth in the Consolidated Declaration, as defined below.

ARTICLE 2. DEFINITIONS

Section 2.1 Act

"Act" means the Colorado Common Interest Ownership Act, *C.R.S. § 38-33.3-101 et. seq.*, as it may be amended.

Section 2.2 Assessment

"Assessment" shall include all Common Expense Assessments and any other assessments and expenses levied to Lots pursuant to or allowed under the Declaration or the Act, including interest, late fees, attorney fees, fines and costs.

Section 2.3 Board or Board of Directors or Executive Board

"Board" or "Board of Directors" or "Executive Board" means the body designated in the Governing Documents to act on behalf of the Association.

Section 2.4 Common Area or Common Elements

"Common Area" or "Common Elements" means all real property owned by the Association for the common use and enjoyment of the Owners, if any.

Section 2.5 Common Expenses

"Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 2.6 Community or Creekside Community

"Community" or "Creekside Community" means the Creekside Planned Community, as further defined by the recorded plats and the Declaration.

Section 2.7 Declaration

"Declaration" means and refer to, together, the Amended, Restated, and Consolidated Declaration of Covenants, Conditions and Restrictions for Creekside (First, Second, and Fifth Filings) (the "**Consolidated Declaration**"), recorded at Reception No. 03992156 in the Records of the Boulder County Clerk and Recorder (the "**Records**"); the Declaration of Covenants, Conditions and Restrictions for Creekside First Filing, Replat A, recorded at Reception No. 02023058 in the Records; the Declaration of Covenants, Conditions and Restrictions for Creekside Third Filing recorded at Reception No. 01232510 in the Records; the Declaration of Covenants, Conditions and Restrictions for Creekside Fourth Filing recorded at Reception No. 01624209 in the Records; and the Declaration of Covenants, Conditions and Restrictions for Creekside Sixth Filing, recorded at Reception No. 01483579 in the Records, all as amended, supplemented, and consolidated.

Section 2.8 Governing Documents

"Governing Documents" means the Declaration, the map or Plat(s) of the Property; the Articles of Incorporation, and the Bylaws of the Creekside I Homeowners' Association, as they may be amended.

Section 2.9 Member

"Member" means any Owner. The terms "Member" and "Owner" may be used interchangeably.

Section 2.10 Owner

"Owner" means the owner of record title, whether one or more persons or entities to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.11 Property

"Property" means the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

Section 2.12 Proxy

"Proxy" means a written appointment by an Owner of another Owner to vote on their behalf under these Bylaws. A "Directed Proxy" is a Proxy mandating what issues the appointee may vote on and how they must vote. A "General Proxy" is a proxy that allows the appointee to vote however the appointee chooses on whatever issues the general proxy relates to.

ARTICLE 3. MEMBERSHIP AND VOTING

Section 3.1 Membership and Voting.

The Owner of each Lot in the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Votes shall be allocated pursuant to the Declaration. If fee simple title to a Lot is held by more than one person or entity, then such persons or entities will jointly appoint one person to exercise the rights and obligation of membership in the Association on behalf of such persons or entities. Fractional and cumulative voting are prohibited.

Section 3.2 Suspension of Voting Rights.

During any period in which an Owner shall be in default in the payment of any Assessment levied by the Association, after any notice and/or hearing to which such Owner is entitled under applicable law, the Declaration, these Bylaws, or any policies of the Association, but in no event less than ten (10) days written notice and opportunity to cure such default, the voting rights of such Owner, shall be suspended by the Board of Directors until the default is cured in full. Suspension of voting rights in no way relieves a Member from the obligation to pay any Assessment properly imposed by the Board of Directors. No Member's voting rights shall be suspended for any reason other than non-payment of Assessments and any late charges, interest, and fees associated therewith.

Section 3.3 Member Voting.

(a) At all meetings of Members, each Member eligible to vote may vote in person, by mail ballot, remotely, electronically or by proxy. The requirements of a valid proxy shall be as set forth in the Act and Section 4.9, below.

(b) If only one of several Owners of a lot is present at a meeting of the Association, in person, by mail ballot, remotely, electronically or by proxy, the Owner present is entitled to cast the vote allocated to such Lot.

(c) If more than one Owner of a Lot is present in person, by mail ballot, remotely, electronically or by proxy, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of the Owners that own the Lot, either verbally at the meeting or in writing in the manner required of proxy

voting. Majority agreement exists if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another Owner of the Lot. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.

(d) The vote of a corporation, partnership, limited liability company, or other legal entity may be cast by any officer, director, trustee, partner, manager, or member of such corporation, partnership, limited liability company, or other legal entity in the absence of express, written notice of the designation of a specific person by such entity given to the Board of Directors.

(e) The chair of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote.

(f) Votes allocated to Lots owned by the Association, if any, may be cast by the Board.

Section 3.4 Transfer of Membership.

Transfers of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant.

ARTICLE 4. MEETINGS OF MEMBERS

Section 4.1 General Provisions.

(a) All meetings of the Members shall be open to attendance by all Members of the Association or their duly appointed representatives.

(b) Each Member, or duly appointed representative, may speak at the appropriate time during the proceedings after being recognized by the meeting chair. The Board chair may impose reasonable time restrictions of not less than three (3) minutes per speaker.

(c) When electing to fill contested Board director seats, Members shall vote by secret ballot. Members shall vote on any other issues in a manner directed by the Board, or upon request of a quorum of Owners present in person, by mail ballot, remotely, electronically, or by proxy. The meeting chair shall appoint a committee of at least two (2) unconflicted people to count ballots and report results.

(d) Meetings shall generally follow Robert's Rules of Order, but noncompliance therewith shall not invalidate an otherwise valid decision or vote.

Section 4.2 Annual Meetings.

There will be an annual meeting of the Members of the Association held at a time, date, and place established by resolution of the Board of Directors each year subject to these Bylaws. The annual meeting shall be for the purpose of electing members of the Board of Directors of the Association, discussion of the Board-approved annual budget, and for the transaction of such other business as may come before the meeting. Failure to hold an annual meeting shall not be considered a forfeiture or dissolution of the Association.

Section 4.3 Budget Meetings.

Within ninety (90) days after the Board has voted to adopt a budget for the Association (or such other time period as may be required by a future amendment to Section 38-33.3-303 of the Act), the Board shall mail, by first-class mail, or otherwise deliver, including post upon the Association's website a summary of the adopted budget, and shall set a meeting of the Members to consider the budget. However, the board many adopt the budget and the Members may consider the budget at the annual meeting of Members. The delivery or posting of the budget shall occur not less than fourteen (14) days prior to the date of such meeting. The budget shall not require approval from the members but rather shall be deemed approved in the absence of a veto by the majority of all Members. If the new budget is not approved, the budget for the prior year shall govern.

Section 4.4 Special Meetings.

Special meetings of the Members may be called at any time by the President, the Board of Directors, or by the Members holding at least twenty percent (20%) of all the votes in the Association. When calling special meetings, the Members shall make a written demand on the Board of Directors to notify the membership of the time, place, and purpose of the special meeting. If the Board of Directors does not comply with such demand within thirty (30) days of receipt, the requisite Members may call and notice the meeting notwithstanding the failure of the Board. The purpose of any special meeting of the Members, including any matter which may be voted upon, must be stated in the notice of the meeting. Only business within the purpose or purposes described in the notice of the meeting may be conducted at a special meeting of Members. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting. If the Board fails or refuses to run the special meeting, or if removal of the Board directors or their prior actions are subject of the meeting, the Members who called the special meeting and are present at the special meeting shall appoint a meeting chair by majority vote who shall run the meeting.

Section 4.5 Notice of Meetings.

Notice of each meeting of the Members shall be physically posted in a conspicuous place if feasible and practicable at least twenty-four (24) hours prior to any meeting of the Members. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or persons authorized to call the meeting, by mailing a copy of the notice, postage prepaid, or by personal delivery, at least ten (10) days before, but not more than fifty (50) days before the meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by a Member to the Association for the purpose of notice. In the event the Act is amended to no longer require physical posting and mailing to Members, electronic posting shall be the notice method.

In addition to mailing, but not in lieu of, notice may also be sent by any other means permitted by the Act, including, but not limited to, posting on the Association's website, facsimile and e-mail delivery. If the Association can give electronic notice, the Association shall e-mail notice of the Members' meeting to any Member who requests, and who provides their e-mail address to the Association, in addition to the above specified delivery of notice. Any such e-mail notice shall be given at least twenty-four (24) hours prior to the meeting. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4.6 Place of Meetings and Recording of Meetings.

(a) The entity calling for a meeting, whether the Board of Directors or a group of Members, may designate any place in the Creekside community, any other location in the City of Longmont, or virtually as the place of the meeting.

(b) Member meetings may be recorded by any Member subject to the provisions of this Section. The Member making the recording shall provide notice to the presiding officer at or before the start of the meeting that a recording will be made. The presiding officer shall announce at the beginning of the meeting that such meeting is being recorded.

Section 4.7 Adjournment of Meeting

At any meeting of the Members, a vote of the majority of the Members present may adjourn the meeting to another time as determined at the meeting of the Members and announced before adjournment of the meeting at which the adjournment is taken. The adjourned meeting date, time, and place will be posted on the Association website at least five (5) days prior to continuance of the adjourned meeting. At the adjourned meeting the Association may transact any business that may have been transacted at the original meeting.

Section 4.8 Quorum and Manner of Voting.

Except as otherwise provided in the Declaration or otherwise required by the Act or the Nonprofit Act, the presence of Members holding at least twenty percent (20%) of the votes entitled to be cast in the Association at any meeting, in person or by proxy, shall constitute a quorum for any action on the matter. If, and only if, a quorum exists and is present, action on a matter shall be approved if the votes cast by Members favoring the action exceed the votes cast by Members opposing the action, unless a greater number of votes is required by law, the Articles, the Declaration, or these Bylaws. Only Members eligible to vote may cast proxies for other Members, and only Members eligible to vote may be considered present. Votes for members of the Board of Directors shall be taken by secret ballot, and upon the request of one or more Members, a vote on any other issue on which all Members are entitled to vote shall be by secret ballot.

Section 4.9 Proxies for Member Meetings.

Votes allocated to a Lot may be cast pursuant to a proxy. A proxy is valid if delivered in writing by the appointing Owner to the Board and the appointee and remains valid for the lesser of eleven (11) months or the amount of time designated by the appointing Owner, in either case from the date the proxy states it is effective or the date of delivery to the Board, whichever date is earlier.

If a Lot is owned by more than one person or entity, the Lot is entitled to one (1) vote made in accordance with Section 3.3, and any Owner of such Lot may, by delivering a valid proxy meeting the requires of Section 3.3 prior to the time of the meeting for which a vote is to be cast: (i) cast that Lot's vote, or (ii) register a timely filed protest to another Owner's casting of that Lot's vote, by delivering a duly executed proxy filed with the board of directors of the Association before or at the time of the meeting. If a timely protest is filed by one Owner of a Lot against another Owner's casting of that Lot's vote by proxy, the Lot shall forfeit its vote entirely for each matter to which the protested proxy applies, and neither the protested proxy nor any competing proxy submitted by the protesting Owner shall be counted. The purpose

of this provision is to prevent any single co-owner from unilaterally casting a vote on behalf of a jointly owned lot over the timely objection of another co-owner of that same Lot.

A Member may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association or by delivering notice of revocation to the Board and the appointee not less than three (3) days prior to such meeting. Proxies obtained through fraud, as determined in the reasonable discretion of the Secretary, are invalid. If any Member present at a meeting disputes the Secretary's determination, the Board or individual running such meeting shall put the matter to a vote of the Members, and the Secretary's determination may be overridden by a majority of the Members present at a meeting of the Members.

The death or incapacity of the member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity is received by the Board of Directors or an agent authorized to tabulate votes before the proxy exercises its authority under the appointment.

The Association will not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the Member either personally or by the Member's attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the Member to another person not to revoke the appointment.

Section 4.10 Waiver of Objection of Notice.

A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice. Further, a Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.11 Voting Procedures/Secret Balloting.

(a) Secret ballots, if required by law, must be used in contested Board member elections and in any other matter as required or allowed by law.

(b) All other voting may be by voice, by show of hands, by consent, by mail, by electronic means, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by a majority of the Members present at a meeting of the Members.

Section 4.12 Voting by Mail or Electronic Means.

(a) In any instance where a vote of the Members is required or permitted to be taken at a meeting of the Members, such vote may be taken by mail or electronic/remote means in lieu of being physically present at a meeting, pursuant to this Section. In case of a vote by mail or electronic means in lieu of a meeting, the secretary or other designee of the Association shall mail or deliver written notice to all Members at each Member's physical address as it appears in the records of the Association given for notice purposes. The notice shall include: (i) a statement of the proposed action, (ii) a statement that Members are entitled to vote by mail or electronic means for or against such proposal, (iii) a date at least ten (10) days after the date such notice shall have been given on or before which all votes must be received at the office

of the Association at the address designated in the notice, and (iv) the number of votes which must be received to meet the quorum requirement and the percentage of votes received needed to carry the vote.

(b) The Association may conduct elections of directors by mail or electronic means, in its sole discretion, and pursuant to procedures adopted by it; *provided however,* that any procedures adopted shall provide for notice to Members of the opportunity to run for a vacant position and/or nominate any Member of the Association for a vacant position, subject to the nominated Member's consent.

Section 4.13 Telephone or Electronic Communication in Lieu of Attendance.

Members may attend meetings by using an electronic or telephonic communication method if such method is offered by the Board whereby the Member may be heard by the other Members and may hear the deliberations of the other Members on any matter properly brought at the meeting. The Member's vote shall be counted and the presence noted as if that Member were present in person. The Board is not required to create an electronic or telephonic environment for meetings.

Section 4.14 Voting in Elections of Directors/Other Voting.

In an election of directors, Members receiving the largest number of votes shall be elected. On all other items, the vote of Members holding a majority of the votes cast shall be binding upon all Members for all purposes except where a higher percentage vote is required in the Governing Documents, as amended, or by law.

Section 4.15 Acceptance or Rejection of Individual Votes.

The Association, acting through the Board of Directors, may reject a vote, consent, written ballot, waiver, proxy appointment or proxy appointment revocation when it has a reasonable, good faith basis to doubt the validity of the signature or the signatory's authority to sign for the Member. The Association and its officer or agent who accepts or rejects any of the above in good faith is not liable for any damages that may result from the acceptance or rejection. Unless a court decides otherwise, any action taken on the acceptance or rejection of any of the above shall be deemed valid.

Section 4.16 Counting of Ballots.

All ballots shall be counted by a neutral third party, or a committee of volunteers who are Members and are not directors and not candidates in a contested election, selected or appointed at an open meeting in a fair manner by the chair of the Board or person presiding at such meeting or as otherwise required by law and as may be further defined by policy or procedures of the Association.

ARTICLE 5. BOARD

Section 5.1 Number.

The affairs of the Association shall be governed by a board of directors (the "**Board of Directors**" or "**Board**") which shall consist of five (5) persons, elected or appointed as provided below. In the case where through removal or resignation, the total number of directors is less than five (5), the Board will be considered properly constituted. The number of directors may be increased or decreased by amendment of these Bylaws; however, provided that staggered terms of directors shall be preserved.

Section 5.2 Qualification.

(a) All members of the Board of Directors of the Association must be natural persons and Members of the Association who reside at their Creekside residence for at least six (6) months each year. Only one Member per Lot who is eligible to vote and current in the payment of Assessments may be elected to or appointed to fill a vacancy on the Board.

(b) If any Lot is owned by a partnership, trust, corporation, limited liability company, or other legal entity, any officer, partner, director, manager, member, trustee, or employee of that entity shall be eligible to serve as a director.

(c) Any Member who is more than thirty (30) days delinquent in payment of any Assessment shall not be qualified to serve on the Board until such delinquent Assessment has been fully paid.

(d) Any director who has unexcused absences from three (3) consecutive Board meetings shall be deemed to have resigned. An absence will be excused if the absent Board member notifies the Board president of the planned absence and the reason for the absence at least three (3) days before the meeting, and a majority of the remaining directors approve the absence as being for a valid purpose. The absence and whether it was excused shall be included in the meeting minutes.

(e) Any Owner who initiates or maintains an adversarial proceeding of any type against the Association shall not be qualified to serve on the Board for the duration of the proceeding.

(f) Once elected or appointed, each director is encouraged to attend at least one (1) educational program per year related to the management, operation or law of community associations. The director shall be entitled to reimbursement of any actual or necessary expenses incurred in attending such educational program(s), as long as approved, in advance, by the Board of Directors. Any such expenses shall be treated as a Common Expense.

(g) If a director becomes unqualified while serving on the Board, the director shall abstain from voting until requalified or their seat is vacated and filled, whichever comes first.

Section 5.3 Voting.

Each director has one and only one vote, and are the only persons entitled to vote on issues before the Board.

Section 5.4 Term of Office for Directors.

At the expiration of the initial term of office for each respective director, his or her successor shall be elected to serve a term of three (3) years. Directors may be elected for up to two (2) successive three (3) year terms. A prior director may serve additional terms after cycling off the Board for at least one (1) term after being term-limited. The terms of directors shall be staggered. A decrease in the number of directors or in the term of office shall not shorten an incumbent director's term. Each director shall hold office until the election and qualification of his or her successor or his or her removal or resignation. If a director has been appointed by the Board, or elected by the Members, to fill a vacant seat, the director shall serve the remainder of the unexpired term of his or her predecessor.

Section 5.5 Resignation of Directors.

Any director may resign at any time by giving written notice to the Board of Directors stating the effective date of the resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

Section 5.6 Removal of Directors.

(a) One (1) or more directors, including the entire Board of Directors, may be removed at a special meeting of Members called pursuant to these bylaws, with or without cause, by a vote of a majority of the Members present and entitled to vote at a meeting at which a quorum is present. Notice of a special meeting of the Members to remove directors shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the directors sought to be removed, as provided in these bylaws. Directors sought to be removed shall have the right to be present at this meeting and shall be given the opportunity to speak to the Members prior to a vote to remove being taken.

(b) The vacancy created by the removal of a director shall be filled by vote of the Members to serve for the unexpired term of their predecessor.

Section 5.7 Vacancies.

Vacancies on the Board caused by any reason (other than removal or disqualification) may be filled by the Board of Directors, provided that any vacancy filled by the Board must be ratified by a majority vote of a quorum of Members attending the next annual or special meeting called for such purpose. If not ratified, the Members shall appoint a new Director at such time. If there are so many vacancies that there are less than three (3) remaining directors, the Board must give notice of a special meeting for the purpose of filling such vacancies not later than thirty (30) days after falling below such threshold.

Section 5.8 Compensation.

No director or officer shall receive compensation for any service the director or officer may render as a director or officer to the Association. However, any director or officer may be reimbursed for actual expenses incurred in the performance of Association duties, if allowed by the Act.

ARTICLE 6. MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings.

Regular meetings of the Board of Directors shall be held at such dates, times, and places as may be set by the Board. The Board may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute such scheduled regular meetings.

Section 6.2 Special Meetings.

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

Section 6.3 Notice of Board Meetings.

Notice of the date, time and place of any meeting shall be given to each director at least three (3) days prior to the meeting by written notice either personally delivered or mailed to each director at the director's business or electronically at the email address provided by the director. Notice shall be deemed given and effective when electronically delivered, personally delivered or, if mailed, on the earlier of: (a) three (3) business days after such notice is deposited in the United States mail, properly addressed, with first class postage prepaid; or (b) the date shown on the return receipt, if mailed by registered or certified mail return receipt requested, provided that the return receipt is signed by the director to whom the notice is addressed.

Section 6.4 Waiver of Notice.

Any director may waive notice of any meeting in writing. Attendance by a director at any meeting of the Board shall constitute a waiver of notice. If all directors are present at any meeting, no notice shall be required and any business may be transacted at the meeting.

Section 6.5 Location of Board Meetings and Open Board Meetings.

(a) All meetings of the Board of Directors shall be open to attendance by Members, as provided by applicable law.

(b) All meetings of the Board of Directors shall be held in the Creekside community or in the City of Longmont, unless all directors consent in writing to another location.

(c) All meetings of the Board of Directors may be conducted in person, via conference call, via electronic means, or via any other method permitted by applicable law.

Section 6.6 Executive Sessions.

(a) Matters for discussion by the Board and its agents in executive or closed sessions shall be limited to those matters set forth in Section 38-33.3-308(4)(a)-(f) C.R.S, as amended. Aside from sessions relating to such matters, there shall be no closed sessions of the Board.

(b) For any executive or closed session of a Board meeting, minutes kept for that part of the meeting should only indicate that an executive or closed session was held and the general subject(s) of the executive or closed session.

(c) Board meetings including executive or closed sessions shall be recorded by the directors, if reasonably practicable, for the proceedings' accuracy and to facilitate preparation of meeting minutes. Such recordings shall be kept in the permanent records of the Association. Failure to record an executive session shall not invalidate decisions made therein unless such failure was willful or wanton and shall not be required if the technology available to the Board at such time does not reasonably allow for recordation.

(d) Within three (3) months following the resolution of any matter necessitating discussion by executive or closed session, the matter shall be disclosed to the Members by the Board at a Board meeting, and the meeting minutes of such session disclosed. The Board may choose not to disclose any matters for which a legal privilege, including without limitation attorney-client privilege, still applies, or if there is a

privacy concern.

Section 6.7 Board Quorum.

At all meetings of the Board, a majority of the directors currently in office shall constitute a quorum for the transaction of business, unless there are fewer than three (3) directors, in which case all directors must be present to constitute a quorum. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board unless there are fewer than three (3) directors, in which case, unanimity of the directors is required to constitute a decision of the Board. If at any meeting there shall be less than a quorum present, the meeting shall be automatically adjourned. If at any time there is only one (1) director, the only action permitted to be taken by that director, except payment of Association bills and liabilities in the ordinary course of business, shall be to fill the first vacancy on the Board.

Section 6.8 Proxies for Board Meetings.

For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote, a director may execute, in writing, a proxy to be held by another director, provided that such proxy must be a Directed Proxy. A valid proxy shall be counted for the purpose of having a quorum present for any issue the proxy directs and shall permit the proxy assignee to vote on all issues before the Board directed by the proxy.

Section 6.9 Consent to Corporate Action.

The directors may take any action, except the adopting of a rule or regulation, in the absence of a meeting, which they could otherwise have taken at a meeting, by:

(a) Obtaining the unanimous verbal vote of all directors which vote shall be noted in the minutes of the next meeting of the Board and ratified at that time; or

(b) Unanimous written consent of each director, which written consent may be made by email.

(c) Any action taken under subsections (a) and (b) above shall have the same effect as though taken at a meeting of the directors and shall be effective at the end of the time stated in the notice for such proposed action.

Section 6.10 Telephone or Electronic Communication in Lieu of Attendance.

A director may attend a meeting of the Board by using an electronic or telephonic communication method whereby the director may be heard by the other Members and may hear the deliberations of the other Members on any matter properly brought before the Board. The director's vote shall be counted and the presence noted as if that director were present in person.

Section 6.11 Owner Participation.

Members shall be allowed to speak before the Board votes on any issue under discussion. The Board shall allow a reasonable number of persons to speak on each side of the issue, but the Board may place reasonable restrictions on the time allowed for each Member to speak. Members may be allowed to

speak at such other times as the Board, in its sole and reasonable discretion, deems appropriate.

ARTICLE 7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers and Duties.

The Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws, or the Act. The Board shall have, subject to the limitations contained in the Declaration, the Act, and these Bylaws, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Community as a first class residential community, including the following powers and duties (subject to the limitation on Board action when there is a sole remaining director as set forth in Section 6.7):

(a) Exercise any powers and duties conferred by the Governing Documents;

(b) Adopt and amend rules and regulations, including responsible governance policies, procedures, and rules and regulations as permitted by the Act, and including penalties for infraction thereof;

(c) Adopt and amend budgets, subject to the Members' rights under the Governing Documents;

(d) Keep and maintain full and accurate books and records showing all the receipts, expenses, and disbursements of the Association;

(e) Send written notice of and collect Assessments;

(f) Employ independent contractors or employees as it deems necessary, prescribe their duties, and oversee their actions;

(g) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents, and, in the Association's name, on behalf of the Association or two or more Members, on matters affecting the Community;

(h) Provide Association disclosures required by, and pursuant to, the Act;

(i) Make contracts, administer financial accounts and incur liabilities in the name of the Association;

(j) Acquire, hold, encumber and convey, in the Association's name and in the ordinary course of business, any right, title or interest to real estate, pursuant to the consent requirements set forth in the Governing Documents, if any;

(k) Borrow funds and secure loans with an interest in future Assessments in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Governing Documents, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore, subject to the requirements set forth in the Governing Documents;

(l) Provide for the indemnification of the Association's directors and any person serving without compensation at the request of the Association, and maintain association professional liability insurance;

(m) Supervise all persons acting on behalf of or at the direction of the Association;

(n) Procure and maintain liability and hazard insurance as set forth in the Governing Documents;

(o) Cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate;

(p) Upon the unanimous consent of the Board (subject to the limitation on the actions clause) the spending of discretionary, controllable funds in excess of ten percent (10%) of the budgeted amount;

(q) Provide educational information to Members on an annual basis as to the general operations of the Association and the rights and responsibilities of Members, the Association, and the Board; and

(r) Exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or the Act.

Section 7.2 Restrictions and Requirements.

Notwithstanding the powers and duties enumerated in Section 7.1 above, and unless otherwise stipulated in the Governing Documents or the Act, the Board shall obtain authorization by a vote of the Members in accordance with Article 4 above prior to taking any of the following actions on behalf of the Association:

(a) Employing a managing agent to conduct any of the Association's affairs;

(b) Adopting changes to the Declaration or these Bylaws;

(c) Incurring any debt against the assets of the Association.

Section 7.3 No Waiver.

The omission or failure of the Association or Member to enforce the covenants, conditions, easements, uses, limitations, obligations, or other provisions of the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board, or the managing agent at the direction of the Board, shall have the right to enforce the same at any time.

ARTICLE 8. OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices.

The officers of this Association shall be a President, Vice President, Secretary, and Treasurer. The President and Vice President shall be, at all times, members of the Board of Directors; however, the Secretary and Treasurer are not required to be directors but shall be required to be Members. Notwithstanding Section 5.2(a), if a Member serves as a director by virtue of ownership of a particular Lot, another resident Member of such Lot may serve as a officer; provided, however, such Member shall not serve as President or Vice President and shall have no vote on matters before the Board of Directors. Any two offices, except the offices of President and Secretary, or President and Treasurer, may be held by the same person.

Section 8.2 Election of Officers.

The officers shall be elected by the Board for one-year terms at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 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 8.4 Resignation and Removal.

Any officer may be removed from office with or without cause by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Any resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 8.5 Vacancies.

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

Section 8.6 Duties.

The duties of the officers are as follows:

(a) President. The President shall have all of the general powers and duties which are incident to the office of president of a Colorado nonprofit corporation. Specifically, the President shall have the power to preside at all meetings of the Board of Directors and of the Members; appoint committees; see that orders and resolutions of the Board are carried out; sign contracts, leases and other written instruments; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association. The President shall be the signatory on all checks and promissory notes.

(b) Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President are able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform other duties imposed by the Board of Directors or by the President.

(c) Secretary. The Secretary will keep the minutes of the proceedings of the Members and the Board of Directors. The Secretary will see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law. The Secretary will be custodian of the Association records and of the seal of the Association, if any, and affix the seal to all documents when authorized by the Board. The Secretary will keep at its registered office or principal place of business within Colorado a record containing the names and registered addresses of all Members and the designation of the Lot owned by each Member. The Secretary will, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board. Assistant Secretaries, if any, will have the same duties and powers, subject to supervision by the Secretary.

(d) Treasurer. The treasurer shall be responsible for the receipt, deposit and disbursement of Association funds and securities as authorized by the Board of Directors, and for maintenance of full and accurate financial records; shall be permitted to execute any Association checks and promissory notes; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at a member meeting and deliver a copy of each to the Members. When called for by the Board of directors or members, the treasurer shall perform and/or direct a review of the Association's financial books and records to ensure all fiscal reporting to Members is accurate and transparent. The treasurer shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Board of Directors.

Section 8.7 Delegation.

The duties of any officer may be delegated to the managing agent, committee, or another eligible Board member; *provided, however,* the officer shall not be relieved of any responsibility under this Section or under Colorado law.

ARTICLE 9. COMMITTEES

Section 9.1 Designated Committees.

The Association may create committees and appoint such committee members as deemed appropriate in carrying out its purposes, including a Design Review Committee. Committee chairpersons must meet the same qualifications to serve as Board members must meet to serve on the Board, as set forth in these Bylaws. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board. The Board shall also have the power to remove any and all committee members with or without cause and to terminate any such committee.

Section 9.2 Open Committee Meetings.

All committee meetings shall be open to attendance by Members, as provided by applicable law.

ARTICLE 10. BOOKS AND RECORDS

Section 10.1 Association Records.

The Association must keep as permanent records current copies of the Articles and these Bylaws in the books, records, and financial statements of the Association as required by the Act. The Association records shall be available for production to Members in accordance with statutory requirements, which may be clarified further in a policy adopted by the Board of Directors.

Section 10.2 Minutes and Presumptions Under the Minutes.

Minutes or any similar record of the meetings of members, or of the Board of Directors, when posted to the Association's website by the Secretary or designee thereof, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 10.3 Examination.

The Association records shall at all times, during normal business hours and after at least ten (10) days written notice, or at the next scheduled Board meeting if within thirty (30) days of written request, be subject to inspection and copying by any Member, at his or her expense, except documents determined by the Board to be withheld under the inspection of records policy of the Association in accordance with the Act. Any Member's request to inspect and copy Association records must describe with reasonable particularity what records are requested. The Association may charge the actual costs for copying of the records, as clarified further in its inspection of records policy.

ARTICLE 11. AMENDMENTS

Section 11.1 Bylaws Amendments.

(a) These Bylaws may be amended by:

(i) The unanimous consent of the Board of Directors at a duly constituted meeting; provided, however, no amendment shall be made to the Board or Member quorum requirement, to the qualifications, powers and duties of the Board, or to the term length or number of Directors, or to any provision involving Member authority, voting or use rights, without the affirmative vote of Members holding at least a majority of the votes entitled to be cast in the Association who are present and voting, in person, by mail ballot, remotely, electronically or by proxy, at a regular or special meeting of the Members at which a quorum, as set forth in these bylaws, is present; or

(ii) The affirmative vote of Members holding at least a majority of the votes entitled to be cast in the Association present and voting, in person, by mail ballot, remotely, electronically or by proxy, at a regular or special meeting of the Members called for such purpose at which a quorum is present, provided that notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting is being conducted for the purpose of amendment.

(b) Notwithstanding anything to the contrary in these bylaws, these bylaws may be amended by the Board of Directors, without Member approval, to comply with any statutory or judicial requirements.

ARTICLE 12. INDEMNIFICATION

Section 12.1 Obligation to Indemnify.

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; by reason of the fact that the person is or was a director, officer or committee member of the Association; provided the person is or was serving at the request of the Association in such capacity; and provided that the person:

(i) acted in good faith, and;

(ii) in a manner that the person reasonably believed to be in the best interests of the Association, and;

(iii) with respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(b) Notwithstanding anything in subsection (a) above, unless a court of competent jurisdiction determines that, in view of all circumstances of the case, the person is fairly and reasonably entitled to expenses, no indemnification shall be made:

(i) In connection with a proceeding by or in the right of the Association, where the person has been adjudged to be liable to the Association; or

(ii) In connection with any other proceeding charging that the person received an improper personal benefit, whether or not involving action in an official capacity, the person has been adjudged liable on the basis the person received an improper personal benefit.

(c) To the extent that the person has been wholly successful on the merits in defense of any action, suit or proceeding as described above, the person shall be indemnified against actual and reasonable expenses (including expert witness fees, attorney fees and costs) incurred in connection with the action, suit or proceeding.

Section 12.2 Determination Required.

(a) The Board of Directors shall determine whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of those members of the Board of Directors who were not parties to the action suit or proceeding.

(b) If a quorum cannot be obtained as contemplated above or if a quorum has been obtained and the Board so directs, a determination may be made, at the discretion of the Board, by:

(i) independent legal counsel selected by a majority of the full Board; or

(ii) by a majority of the voting members, but voting members who are also at the same time seeking indemnification may not vote on the determination.

Section 12.3 Payment in Advance of Final Disposition.

The Association shall pay for or reimburse the reasonable and justified expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with:

(a) A written affirmation of that person's good faith belief that he or she has met the standard

of conduct described above and;

(b) A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above, by statute, the Board must decide if based on what they presently know, indemnification is precluded.

Section 12.4 No Limitation of Rights.

The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to C.R.S. §38-33.3-101, *et seq*., and the Colorado Revised Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 12.5 Directors and Officers Insurance.

The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, the manager, committee members, or anyone acting at the direction of the Board, covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the direction of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article.

ARTICLE 13. MISCELLANEOUS

Section 13.1 Fiscal Year.

The Board has the right to establish and, from time to time, change the fiscal year of the Association.

Section 13.2 Notices.

All notices to the Association or the Board shall be delivered to the office of the Association, or to such other address as the Board may designate by written notice to all Members. Except as otherwise provided, all notices to any Member shall be mailed to the Member's address as it appears in the records of the Association. All notices shall be deemed to have been given when mailed or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

Section 13.3 Conflicts.

In the case of any conflicts between the Act, the Declaration, these bylaws, or the Articles the Act shall control. In the case of any conflicts between the Declaration and these Bylaws or the Articles, the terms of the Declaration shall control. In the case of any conflicts between the Articles and these Bylaws, the terms of the Articles shall control. In the case of any conflicts between these Bylaws and Association policies or resolutions, the terms of the bylaws shall control.

Section 13.4 Waiver.

No restriction, condition, obligation or provision contained in these bylaws shall be deemed to have

been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

CERTIFICATION

By signature below, the Secretary certifies these Amended and Restated Bylaws received the affirmative vote of Members holding at least a majority of the votes entitled to be cast in the Association present and voting, in person, by mail ballot, remotely, electronically or by proxy, at a regular or special meeting of the Members called for such purpose at which a quorum was present, after notice was sent to all Members setting forth that the meeting was being conducted for the purpose of amendment.

CREEKSIDE I HOMEOWNERS' ASSOCIATION,
a Colorado nonprofit corporation

By: _____
Secretary
Print: _____
Date: _____