# BYLAWS – RULES OF CONDUCT
OF
CHATEAU CHAPARRAL OWNERS ASSOCIATION

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Approved by Chateau Chaparral Owners July 4, 2015
1. PURPOSE AND STRUCTURE
   A. The purpose for which this non-profit Association is formed is to govern condominium property situated in the Articles of Incorporation and which property has been submitted to the provisions of the Condominium Ownership Act of the State of Colorado by recorded Condominium Declaration.

   B. ASSOCIATION RESPONSIBILITIES – The owners of the units will constitute the Association of Unit Owners, herein after referred to as “Association”. The “Association” will have the responsibility of administering the project through a Board of Directors, which shall be referred to hereinafter as the Board of Managers.

   C. MEMBERSHIP – Ownership of a recreational vehicle condominium unit located within the subdivision is required in order to qualify for membership in this Association. Any person, on becoming an owner of a unit, shall automatically become a member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a unit. Such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Managers of the Association or others may have against such former owner and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Managers may, if it so elects, issue one (1) membership card to the owner(s) of a unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall end.

   D. GENERAL MEMBERSHIP – The membership of the Association at all times shall consist exclusively of all unit owners. (C.R.S.301) – (See Note Below)

2. COMPLIANCE – All present or future owners, tenants, future tenants, or any other person that might use in any manner the facilities of the project located on the property described in the Articles of Incorporation, are subject to the regulations set forth in these Bylaws. The mere acquisition of any of the recreational vehicle condominium units, (hereinafter referred to as “units”) of the project or the mere act of occupancy of any said units, will signify that these Bylaws are accepted, ratified and will be complied with. If the Board of Managers determines that any owner is not in compliance with these Bylaws or the terms and conditions of the Condominium Declarations and the Water Decree, or the Park Rules or Association policies, the Board of Managers shall initiate steps to correct the violation as stated in Article VIII, Item 3-D.

Note: References sections in the CCIOA in the CRS from year 2014 and follows as such throughout document.
CCIOA = Colorado Common Interest Owners Act (Title38, Article 33.3 in the CRS)
CRS = Colorado Revised Statutes

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ARTICLE II
VOTING, QUORUM, MAJORITY OF OWNERS, PROXY

1. VOTING - Voting shall be based upon the percentage of the undivided interest of each owner in the general common elements. As an owner of an undivided fractional interest in and to a unit shall be entitled to a vote equal to his/her fractional ownership interest in such unit. (One Vote per Lot) Cumulative voting is prohibited. A member must be in good standing as stated in Articles VII and VIII, Section I of this document to be eligible to vote.

Votes for contested positions on the Board of Managers shall be taken by Secret Ballot. (C.R.S.310)(1)(b)(I) (A)

At the discretion of the Board of Managers or upon the request of twenty Percent (20%) of the unit owners who are present at the meeting or represented by Proxy, if a Quorum has been achieved, a vote on any matter affecting the common interest community on which all unit owners are entitled to vote shall be by secret ballot. (C.R.S.310) (1) (b)(I) (B)

Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be unit owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the board or another person presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates. (C.R.S.310) (1) (b)(I)(C)

2. QUORUM - A quorum shall consist of those present at any announced General Meeting of the Owners Association provided that at least forty-five (45) days advance notice of said General Meeting has been sent to each unit owner(s).

3. MAJORITY - Fifty-one (51) percent of those present and voting at any General Meeting at which a quorum has been achieved shall constitute a majority.

4. PROXIES - Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting, pursuant to ARTICLE VII, Item 3 of these Bylaws.

ARTICLE III
MEETINGS

1. PLACE OF MEETINGS – Meetings of the Association shall be held at such place as the Board of Managers may determine.
2. GENERAL MEMBERSHIP MEETINGS –
   A. The General Meetings will be three (3). Each will be held at 10.00 AM on Saturday closest to the major holiday.

   i. The first (Memorial Day) will bring the membership up to date and take care of necessary business. Reports by the Nominating Committee, the Bylaws Committee, and other committees will be presented.

   ii. The second (Fourth of July), will conduct the necessary Association business and elect members to the Board of Managers. Vote on any bylaw changes as presented by the Board of Managers.

   iii. The third (Labor Day), will conduct necessary business, appoint a Nominating Committee to select candidates for the Board of Managers in the upcoming year, appoint a Bylaws Committee for the upcoming year, and, close the regular summer session.

   B. The Association is encouraged to provide all notices and agendas required by this article in electronic form, by posting on a web site or otherwise, in addition to printed form. If such electronic means are available, the Association shall provide notice of all regular and special meetings of the owners by electronic mail to all owners who so request and who furnish the Association with their electronic mail address. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four (24) hours before the meeting. (C.R.S. 308) (2) (b) (1)

3. SPECIAL GENERAL MEMBERSHIP MEETINGS – Special meetings of the owners association may be called by the president, by a majority of the Board of Managers, or by member-owners having twenty percent (20%), of the votes in the Association. Specific procedure for such a meeting see (C.R.S. 38-33.3-308) (1)

4. REGULAR AND SPECIAL BOARD MEETINGS
   A. REGULAR MEETINGS - Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time, by a majority of the managers. Board will meet at least six (6) times each year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by email, mail, or telephone at least three (3) days prior to the day named for such a meeting.

   B. SPECIAL MEETINGS - Special Meetings of the Board of Managers may be called by the President on three (3) days notice to each Manager, personally or by email, mail, or telephone which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and like notice on the written request of at least two (2) Managers.

   C. WAIVER OF NOTICE - Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
D. BOARD OF MANAGERS QUORUM - At all properly called meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting the Board of Managers there be less than a quorum present, the majority of those present shall adjourn the meeting.

E. NOTICE OF MEETINGS – Notice of all Board of Managers meetings shall be pursuant to the requirements in Item 3 (B) of this ARTICLE III. (C.R.S.308) (2) (b) (1)

4.5 ORGANIZATION MEETING – The first meeting of newly elected Board of Managers shall be held within ten (10) days of the election at such place as shall be fixed by the Managers at the meeting at which elected. No notice shall be necessary to the newly elected Managers in order to legally constitute such a meeting, providing a majority of the Board is present.

5. ALL MEETINGS (all means all whether Association membership or Association Board of Managers)

A. ALL ASSOCIATION AND BOARD MEETINGS ARE TO BE CONDUCTED BY ROBERTS RULES OF ORDER.

B. OPEN MEETINGS – All regular and special meetings of the Association, the Board of Managers or any Committee thereof, shall be open to attendance by all members of the Association or their representatives. Agendas for all meetings shall be made reasonably available for examination by all members of the Association or their representatives. (C.R.S.308) (2) (a)

C. At an appropriate time determined by the Board, but before a vote is taken on an issue under discussion, owners or their designated representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue. (C.R.S.308) (2.5) (b)

6. EXECUTIVE CLOSED DOOR SESSIONS – Members of the Board or any committee may hold an executive or closed door session only with respect to discussion of the following matters:

A. matters pertaining to employees of the association or involving the promotion, discipline or dismissal of an officer, agent, or employee of the association;

B. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

C. Investigative proceedings concerning possible or actual criminal misconduct;

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D. Matters subject to specific legal requirements protecting matters from public disclosure;

E. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

F. Review of or discussion relating to any communication from legal counsel.

Prior to convening in executive session the chair shall announce the general matter of discussion as enumerated in paragraphs A to F of this section 6. The minutes of the meeting at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. No rule or regulation of the board or any committee shall be adopted during an executive session. (C.R.S. 38-33.3, 308 3-7, CCIOA.)

ARTICLE IV
BOARD OF MANAGERS

1. NUMBER QUALIFICATIONS, ELECTION, AND TERM OF OFFICE

A. The affairs of this Association shall be governed by a Board of Managers composed of any seven (7) Association members who are in good standing. Each Board member will serve for a two (2) year period, and may serve two (2) consecutive terms. After a period of two (2) years of not serving on the Board, a previous member may run again for a seat on the Board. The terms of four (4) of the seven (7) members of the Board will end every two (2) years. The terms of the other three (3) members will expire in the alternate years

B. The nominating committee for candidates for the Board of Managers shall instruct candidates to read the current Bylaws, Declarations, Collection Policy and Park Rules for the Chateau Chaparral. Included in each candidates resume is to be a written statement, signed by the candidate stating that they have read these documents and will, to the best of their ability, follow and enforce the policies contained within these documents. Candidates who do not read the documents and sign affirming so on their resume, and candidates who are not voting members in good standing as defined in Articles VII and VIII of this document will not be placed on the official ballot.

Candidates for the Board of Managers, Committee members, in-house Arbitrators, and Park Employees will also be required to sign a Confidentially Agreement that they will not divulge personal information of the membership including the status of assessment payments, violations, the content of violation hearings, and building permits, Etc.

C. Candidates for a seat on the Board of Managers who have been determined to have a conflict of interest, or if elected, could result in nepotism, as described in Article IV, Item four (4) will not be eligible to serve on the Board of Managers.

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2. POWERS AND DUTIES – The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association, and for the operation and maintenance of Chateau Chaparral. The Board of Managers shall operate and execute their duties within the scope and limits of the Association’s Bylaws, Declarations, and Park Rule and Regulations of the Association.

3. SPECIFIC POWERS AND DUTIES – The Board of Managers shall be empowered by the Association, and shall have the duties as follows:

A. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Colorado.

B. To establish, make and enforce the compliance with, the Bylaws, Park Rules and Policies as may be necessary for the operation, use, and occupancy of the Chateau Chaparral. Also with the right to amend the Bylaws from time to time, subject to approval by a majority vote of the members at any general meeting. A copy of such amendments shall be delivered, posted on a website commonly used for such matters, sent by email, or mailed to each member promptly upon the adoption thereof.

C. To keep in good order, condition and repair, all of the general and limited common elements and all items of personal property, if any, used in the enjoyment of the entire premises.

D. To fix, determine, levy and collect, pursuant to the Condominium Declaration, the assessments to be paid by each of the owners toward the gross expenses of the entire premises and, by majority vote of the board, to adjust, decrease or increase, the amount of the assessments. To remit or return, upon discretion, any excess of assessments over expenses and cash reserves to the owners at the end of each operating year. To levy and collect special assessments whenever deficits of the expenses over income arise in the operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All assessments shall be in statement form and shall set forth the detail of the various expenses for which the assessments are being made.

E. To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from an owner as provided in the Declaration, the Collection Policy and these Bylaws.

To promote proper governance, the Association shall: Adopt policies, procedures, and rules and regulations concerning Collection of un-paid Assessments.(C.R.S.209.5) (1), & (b), and (I). The Association may not use a collection agency or take legal action to collect un-paid assessments unless the Association has adopted, and follows, a written policy governing the collection of un-paid assessments. The policy must specify due and past due dates, any late fees, interest charges, or returned check fees that may apply, and must offer at least one six month payment to the owner. Paraphrased from (C.R.S. 209.5) (5) (I) (II) (III) (IV), (209.4) (2) (i), and (316) and (316.3).

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The CCOA Policy and Procedure for collection of unpaid assessments is available at the CCOA office and is titled “RESOLUTION OF THE CHATEAU CHAPARRAL OWNERS ASSOCIATION REGARDING POLICY AND PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS AS AMENDED AUGUST 30, 2014.” The policy was adopted by the Board of Managers on August 30, 2014.

F. To protect and defend the entire premises from loss and damage by suit and otherwise.

G. To enter into contracts within the scope of their powers and duties.

H. To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

I. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the condominium property, and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent professional accountant each year. The professional accountant will be selected/renewed by the Board each year.

J. To prepare and deliver quarterly, to each owner, a statement showing all receipts, expenses and/or disbursements since the last such statement.

K. EDUCATION

   I. Owner Education: The Association shall provide, or cause to be provided, education to owners at no cost on at least an annual basis as to the general operations of the Association and the Rights and Responsibilities of Owners, the Association and its Board of Managers under Colorado law. The criteria for compliance with this section shall be determined by the Board of Managers. (C.R.S. 209.7) (1)

   II. Board of Manager Education: The Board may authorize, and account for as a common expense, reimbursement of board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of unit owners associations. The course content of such educational meetings and seminars shall be specific to Colorado, and shall make reference to applicable sections of title 38, article 33.3 of the Colorado Common Interest Ownership Act (C.R.S.209.6).

L. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and operation of Chateau Chaparral.

M. If deemed necessary by the Board of Managers, to employ for the Association, a caretaker, and/or an office clerk, at a compensation established by the Board, to perform such duties and services as the Board shall authorize.

Approved by Chateau Chaparral Owners July 4, 2015
N. To obtain approval of the general membership for any capital expenditure for equipment or improvements of the Association, of two thousand five hundred dollars ($2,500.00) or more. Expenditures for normal operation, replacement or repair of existing equipment or other routine expenditures may be approved by the Board.

O. To appoint a Bylaws committee and work with them to review, up-date, and revise the Bylaws as necessary, by the end of the second quarter of each year, subject to the approval by the general membership.

P. RECORDS MANAGEMENT – In addition to any records specifically defined in the Association’s Declaration or Bylaws, the Association must maintain the following, all of which shall be deemed to be the sole records of the Association for the purposes of document retention and production to owners: (C.R.S.317) (1)

   I. Detailed records of receipts and expenditures affecting the operation and administration of the Association.

   II. Records of claims for construction defects and amounts received pursuant to settlement of those claims.

   III. Minutes of all meetings of its lot owners and the Board of Managers, a record of all actions taken by the lot owners or Board of Managers without a meeting, and a record of all actions taken by any committee of the Board of Managers.

   IV. Written communications among, and the votes cast by, the Board of Managers members that are:

       a. Directly related to an action taken by the Board without a meeting, or:

       b. Directly related to an action taken by the Board without a meeting pursuant to the Association’s Bylaws.

   V. The names of lot owners in a form that permit preparation of a list of the names of all lot owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each lot owner is entitled to vote.

   VI. Its current Declaration, Covenants, Bylaws, any other organizational documents, Rules and Regulations, Responsible Governance Policies adopted pursuant to 38-33.3-209.5, and other policies adopted by the Board of Managers.

   VII. Financial statements for the past three (3) years and tax returns of the Association for the past seven (7) years, to the extent available.

   VIII. A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and Officers.

   IX. Its most recent annual report delivered to the Secretary of State, if any.

  
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X. Financial records sufficiently detailed to enable the Association to comply with section 38-33.3-316 (8) concerning statements of unpaid assessments.

XI. The Association’s most recent reserve study, if any.

XII. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two (2) years.

XIII. Records of the Board or committee actions to approve or deny any requests for design or architectural approval from lot owners.

XIV. Ballots, proxies, and other records related to voting by lot owners for one (1) year after the election, action, or vote to which they relate.

XV. Resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members.

XVI. All written communications within the past three (3) years to all unit owners generally as lot owners.

Subject to subsection Q of this item three (3), all records maintained by the Association must be available for examination and copying by lot owners or the owner’s authorized agent. The Association may require lot owners to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days after the request. Notwithstanding any provision of the Declaration, Articles, or Rules and Regulations of the Association to the contrary, the Association may not condition the production of records upon the statement of a proper purpose. (C.R.S. 317) (2) (a)

Q. SENSITIVE, PRIVILEGED, AND PERSONAL INFORMATION

I. Notwithstanding Subsection P above, a membership list, or any part thereof, may not be obtained or used by any person for any purpose unrelated to a lot owner's interest without consent of the Board of Managers. (C.R.S. 317) (2) (b) (I)

II. Without limiting the generality of subparagraph (1) above, without the consent of the Board of Managers, a membership list or any part thereof may not be:

   a. Used to solicit money or property unless such money and property will be used solely to solicit the votes of the unit owners in an election to be held by the Association.

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b. Used for commercial purposes; or

c. Sold or purchased by any person
   (C.R.S. 317) (2) (b) (II)

III. Records maintained by the Association may be withheld from inspection and copying to the extent that they are, or concern:

   a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;

   b. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

   c. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

   d. Disclosure of information in violation of law;

   e. Records of an executive session of the Board of Managers;

   f. Individual lots other than those of the requesting owner.
      (C.R.S. 317) (3) (c)

IV. Records maintained by an Association are not subject to inspection and copying and they must be withheld, to the extent that they are or concern:

   a. Personnel, salary or medical records relating to specific individuals; or

   b. Personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, drivers license numbers, and social security numbers; except that, notwithstanding section 38-33.3-104, a member or resident may provide the association with prior written consent to the disclosure of, and the association may publish to other members and residents, the persons telephone number, electronic mail address, or both. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.
Written consent and notice of withdrawal of the consent may be given by means of a “record”, as defined in the “Uniform Electronic Transactions Act”, article 71.3 of title 24, C.R.S., if the parties so agree in accordance with section 24-71.3-105 (C.R.S. Title 38, Article 33.3, Section 317- (3.5)

V. The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the estimated costs of production and reproduction of the records. (C.R.S. 317) (4)

VI. A right to copy records under this section includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the lot owner. (C.R.S. 317) (5)

VII. An Association is not obligated to compile or synthesize information. (C.R.S. 317) (6)

VIII. Association records and the information contained within those records shall not be used for commercial purposes. (C.R.S. 317) (7)

R. COMMITTEES - In order to assist the Board of Managers, one or more committees of Volunteers may be created as needed. The members of the committees must be voting members of the Association. There is no limit on the number of members in any one committee and an Association member may be on more than one committee. For a committee to be official it must be approved by and report to the Board of Managers. The Architectural Committee must be chartered at all times. The person appointed after August 15, 2009, to preside over any such committee shall meet the same qualifications as are required by the governing documents of the Association for election or appointment to the Board of Managers. (C.R.S. 303) (3) (b). Committee members shall meet the requirements in Article IV, Item 4, (Conflict of Interest and Nepotism)

4. CONFLICT OF INTEREST AND NEPOTISM

A. Candidates for the Board of Managers will not be placed on the ballot if, when elected, they would be serving with any relative or business associate.

B. Candidates for the Board of Managers will not be placed on the ballot if any action the Board may take, or any vote on any issue before the Board, could result in personal financial gain, personal advantage of any type, special consideration by the architectural committee or other considerations that would not be enjoyed equally by every member of the Association. If, however, an un-anticipated situation should arise that places a member of the Board in a conflict of interest position, that member shall be excused from any discussion of the issue, shall not vote on the issue, and shall be dismissed from the room.

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C. Candidates for the Board of Managers will not be placed on the ballot if they have any relative or business associate that is a paid employee of the Association.

D. The Board of Managers shall not hire an employee for the Association that is a relative or business associate of any acting Board member.

E. Acting Board members and members of any committee shall not be an employee (permanent or temporary), or do any type of work for any type of compensation for the Association or any other member of the Association.

F. An in-house arbitrator shall not be consulted in any case where the arbitrator’s decision could result in financial gain, personal advantages or considerations that would not be enjoyed equally by every member of the association.

G. An in-house arbitrator shall not be consulted if the arbitrator is a relative or business associate of any Board member or a relative or business associate of any of the parties involved in the case. Conflict of Interest Policies required by C.R.S. Section 209.5 (1) (b) (II), and 209.5 (4) (I), (II), & (III).

ARTICLE V
OFFICERS

1. DESIGNATION – The Officers of the Association shall be a President, Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Managers. The remaining three (3) elected board members shall serve as Managers at Large.

2. ELECTION OF OFFICERS – The Officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board. One person may hold concurrently any two (2) offices, except that the offices of President and Secretary may not be occupied concurrently by the same individual.

3. REMOVAL OF OFFICERS – Upon an affirmative vote of all other Board of Managers, any Officer may be removed with cause; cause to be documented in the Board Meeting Minutes. Said Member shall remain a Board Member, unless the cause is in a conflict of interest when serving as a Board Member according to Article IV Item 4 of these Bylaws. Whenever all members of the Board are not present at the meeting of removal, the task shall be accomplished by a quorum present; followed by a written, signed and dated letter addressed to the Secretary. The successor will be chosen by the Board of Managers in accordance with the rules set out above for naming Officers of the Board.

4. PRESIDENT – 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 Managers. He/She shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Approval by Chateau Chaparral Owners July 4, 2015
5. **VICE PRESIDENT** – The Vice-President shall have all the powers and authority to 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 junctions or perform such duties.

6. **SECRETARY** - The Secretary shall keep all of the Minutes of the meetings of the Board of Managers and the Minutes of all meetings of the Association. He/She shall have charge of such books and papers as the Board of Managers may direct, and he/she shall, in general, perform all the duties incident to the office of Secretary.

7. **TREASURER** – The treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all 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, in such depositories may from time to time be designated by the Board of Managers.

A. **WITHDRAWALS**
   I. Withdrawals shall be made with checks signed by two (2) Officers, or
   II. Withdrawals shall be made by the Treasurer with an invoice approved with a written signature by another Board Officer, or
   III. Immediate payment requests for invoices require written signatures on the invoice by the Treasurer and one (1) other Board Officer, at which time withdrawals by check can be made. Invoices may be e-mailed, faxed, or hand carried for second authorization.

B. **PAYMENT OF BILLS**
The Treasurer shall be responsible for paying all bills received by the Association from the Association’s funds.

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**ARTICLE VI**

**INDEMNIFICATION OF OFFICERS AND MANAGERS**

1. The Association shall indemnify every Manager and Officer by an act of understanding trust and agreement. Be it understood that no owner shall bring formal litigation against Officers or Board Members who are in the process of carrying out the duties of office or acting on behalf of the Association, to the extent that they are acting within the scope and guidelines of the Declaration, Bylaws, and Rules and Regulations of the Association. There shall be no continuity of responsibility from Officers and Board Members to spouse, family members and/or Executors. Serious internal differences involving an Owner and an Officer or Board Member, shall be resolved in accordance with Article VIII, Item 3–D of these Bylaws.

Approved by Chateau Chaparral Owners July 4, 2015
ARTICLE VII
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS
AND REQUIREMENT OF PROXIES

1. PROOF OF OWNERSHIP – Except for those owners who initially purchase a unit from Declarant, any person, on becoming an owner of a unit, shall furnish to the Managing Agent or Board of Managers, a photocopy or a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he/she be entitled to vote at any general or special meeting of members unless this requirement is first met, notwithstanding Title 38, Article 33.3, Section 301 of the Colorado Revised Statutes which states “The membership of the Association at all times shall consist exclusively of all unit owners.”

2. REGISTRATION OF MAILING ADDRESS – The owners of each condominium unit shall have one (1) and the same registered mailing address to by used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, corporation, partnership, association, or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit owner or owners shall be furnished by such owners to the Secretary within thirty (30) days after transfer of title, or within ten (10) days after a change of address. Such registration shall be in written form and shall be signed by all of the owners of the condominium unit or by such persons as are authorized by law to represent the interests of the owner(s) thereof.

3. REQUIRED PROXIES – If the title to a unit is held by more than one person or firm, corporation, partnership, association, or other legal entity or any combination thereof, such owners shall execute a proxy appointing and authorizing one (1) person or alternate persons to attend all general and special meetings of the members and to cast whatever vote the owner(s) himself might cast if he/she were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by operation of law, provided however, that within thirty (30) days after such revocation, amendment, or termination, the owners shall reappoint and authorize one (1) person or alternate persons to attend all general and special meetings as provided by paragraph three (3). The requirements herein contained in this Article shall be first met before an owner of a unit shall be deemed in good standing to vote at any annual or special meeting of members.

Approved by Chateau Chaparral Owners July 4, 2015
ARTICLE VIII
OBLIGATION OF THE OWNERS

1. ASSESSMENTS – Except as otherwise provided in the Condominium Declaration, all owners shall be
obligated to pay the assessments imposed by the Association to meet common expenses. The assessments
shall be made pro rata according to percentage interest in and to the general common elements and shall be
due in advance. A member shall be deemed to be in good standing and entitled to vote at any general meeting
or at a special meeting of the members within the meaning of these Bylaws if, and only if, he/she shall have
fully paid all assessments made or levied against him/her, if he/she is in compliance with all Association
Bylaws, Rules and Regulations, etc. and the unit is owned by him/her. Those members not in good standing
may lose access to their electric service at the discretion of the majority of the Board of Managers. The electric
meter may be removed and when assessments are current, the meter will be reinstalled with a fifty dollar
($50.00) installation charge.

A. ELECTRIC POWER BILLING – Meters will be read on a quarterly basis. Billings
will be issued quarterly on last days of March, June, September and December. Each lot owner may
estimate semiannual or annual payments and make a pre payment to be credited to his/her account.
The quarterly charge will be subtracted from the owner’s account and a statement will be mailed
which will include quarterly usage, debits, credits and the end of quarter
balance in the account.

1. Statements for the 1st, 2nd, and 3rd quarters will not be mailed to lot owners until a total
charge of ten dollars ($10.00) is reached. Statements for the 4th quarter will be mailed to
everyone regardless of the amount due.

2. Charges over ten dollars ($10.00) and delinquent for one quarter will initiate
disconnection of electrical service.

3. Reinstatements-and reconnection can be accomplished by payment of all delinquent
amounts owed to the association plus a reconnection fee of fifty dollars ($50.00).

B. SEWER COLLECTION SYSTEM – It is mandatory that each lot be connected to the park sewer
collection system.

2. MECHANICS 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 general common
elements for labor, materials, services or products incorporated in the owner’s unit. In the event suit for
foreclosure is commenced, then within ninety (90) days thereafter, such owner shall be required to deposit
with the Association, cash or negotiable securities equal to the amount of such claim plus interest for one (1)
year, together with the sum of one hundred dollars ($100.00).

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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. The amount thereof shall be a debt of the owner and a lien against his/her unit, which may be foreclosed as is provided in the Declaration.

3. GENERAL

   B. All fines assessed by the CCOA shall be paid within sixty (60) days. (After the annual assessment or other charges due to the Association becomes more than sixty (60) days delinquent the Association may turn the account over to the Association’s attorney for collection). Taken from the Collection Policy (2) (c).

   C. In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration Prevails; except to the extent the Declaration is inconsistent with this article. (C.R.S.38-33.3-203)

   D. SETTLING DISPUTES – If the Board of Managers determines that any owner is not in compliance with these Bylaws or with the terms and conditions of the Condominium Declaration, Water Decree, Park Rules, or Association Policies, then the Board of Managers shall cause a notice to be sent to such owner containing the following information: The nature of the violation citing by name the portion of the Bylaws, Condominium Declaration, Water Decree, Park Rules, or Association Policies violated and a statement that the owner may, in the alternative, correct the violation within thirty (30) days or request a hearing before the Board of Managers within said thirty (30) day period. In the event the owner requests a hearing before the Board of Managers, the hearing will be held at the next scheduled Board meeting. If at the hearing the Board of Managers determines that there is a violation in accordance with this notice and that the owner is the one who should be held responsible, then the Board shall direct the owner(s) to correct the violation(s).

Within ten (10) calendar days from the date of the decision of the Board of Managers, the owner may appeal the decision of the Board of Managers to an impartial Arbitrator. The owner must file a written appeal with the Board of Managers and request an impartial Arbitrator. The impartial Arbitrator shall be selected from a list, of Association members serving on a standing committee of CCOA. These volunteer in-house Arbitrators are appointed by the sitting Board for a period of five (5) years and are only called upon when needed to settle disputes by arbitration. The Arbitrator shall not have a direct personal or financial interest in the outcome if the Arbitrator will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.

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Within ten (10) calendar days from receipt of the written notice of appeal, the Board of Managers shall cause the list of three (3) proposed impartial Arbitrators to be delivered to the charged owner. The list shall also set a time, and date for the parties to meet (in person or by telephone) to select the impartial Arbitrator. In order to determine the selected impartial Arbitrator, the charged owner shall first strike one (1) name from the list. The Board of Managers shall then strike one (1) name from the list. The remaining name shall be the selected impartial Arbitrator. The Board of Managers will immediately notify the owner of his/her selection as the impartial Arbitrator. The impartial Arbitrator will inform the parties as to his/her available times and dates to hear the presentations of the parties. The parties will, within five (5) calendar days from receiving the impartial Arbitrators available date and time, mutually agree to a date and time from the dates and times provided by the impartial Arbitrator. If the parties are unable to reach an agreement as to the date and time, the impartial Arbitrator will be so notified, and the impartial Arbitrator will set the time and date for the hearing. The hearing will be at the location where the Board of Managers holds their meetings. At the hearing, the obligation is on the Board of Managers to present their evidence first. The charged owner will present his/her evidence after the conclusion of the Board of Managers presentation. The impartial Arbitrator will control the flow of the hearing. The decision of the impartial Arbitrator is final and binding upon the parties.

In the event that any owner:

(a) fails to correct the violation of which the owner is given notice and does not request a hearing within the thirty (30) day time period, and,

(b) fails to correct a violation after the owner has been given notice, had a hearing before the Board of Managers and has been directed to correct the violation by the Board of Managers, and,

(c) fails to appeal the decision of the Board of Managers to the impartial Arbitrator, or,

(d) appeals the decision of the Board of Managers to the impartial Arbitrator, and the impartial Arbitrator upholds the decision of the Board of Managers.

Then the owner, in addition to being directed to correct the violation, shall be charged a fine in accordance with a scheduled adopted by the Association. In addition, the Association may institute a civil suit to obtain a court injunction requiring the owners to correct the violation and in such civil suit, the Association shall be entitled to recover their court costs and attorney fees.

However, in any civil action to enforce or defend the provisions of this article or of the Declaration, Bylaws, Articles, or Rules and Regulations of the Association, the court shall award reasonable attorney fees, costs and cost of collection to the prevailing party. (C.R.S. 123) (1) (c)
Notwithstanding the previous statement in connection with any claim in which a unit owner is alleged to have violated a provision of the article, or of the Declaration, Bylaws, Articles, or Rules and Regulations of the Association and in which the court finds that the owner prevailed because the unit owner did not commit the alleged violation, the court shall award the unit owner reasonable attorney fees and costs incurred in asserting or defending the claim, and the court shall not award costs of attorney fees to the Association. In addition, the Association shall be precluded from allocating to the unit owner’s account with the Association, any of the Association’s costs or attorney fees incurred in asserting or defending the claim.

(C.R.S. 123) (1) (d), 123 (1) (d) (I), 123 (1) (d) (II), (124), (209.4) (2) (i), and (316.3)

4. RULES AND REGULATIONS

A. DEFINITIONS

1. Primary Occupants: Those listed on the Deed of Title, subject to all responsibilities of Article VII of the Bylaws and identified as lot owners.

   a. Due to the size of units, lots will be limited to four (4) people and no more than two (2) pets, per unit as living quarters.

   b. Any lot owner, prior to sale of their lot, must inform prospective buyer of our Bylaws.

2. Secondary Occupants: Other family members and/or guests visiting a Primary Owner.

3. Primary Recreation Vehicle: The Recreational Vehicle identified by owner as the semi-permanent rolling unit, travel trailer, motor home, or camper used for residency.

4. Secondary Recreational Vehicle: Any additional vehicle (travel trailer, motor home, camper) or tent used as temporary quarters to house Secondary Occupants.

B. REQUIREMENTS

1. The Primary Occupant (owner) may have one (1) travel trailer, motor home, or camper designated as semi-permanent residence located on his/her lot, not to exceed forty feet (40’) in length including hitch. This unit may be skirted; however, wheels must be on the ground and hitch connected. Pickup Campers must remain loaded. Only commercially manufactured RV units, manufactured as living quarters, are allowed (No construction office trailers) Home-made RVs are prohibited.

Approved by Chateau Chaparral Owners July 4, 2015
2. RVs entering the park must be no more than fifteen (15) years old. RVs over fifteen (15) years old that are removed from a lot must leave the park. RVs over fifteen (15) years old are prohibited from moving from one lot to another.

(Exception #1) Owners who must move their units from their lots at the request of the CCOA for the purpose of utility work, or by the owner for repairs etc. may restore their existing units to their lots.

(Exception #2) Current owners who come and go with their RVs from season to season may continue to do so, but new owners after July 1, 2015 will be subject to the RV age limit.

(Exception #3) Exceptions to this item can be made after inspection of proposed older RV and approval by at least two Board Members or an authorized committee.

C. VEHICLE RESTRICTIONS - The Primary Occupant (owner) may have no more than two (2) vehicles for transportation while he/she is at the campground. The vehicles may be standard vehicles, a motor home or a camper, none of which are to be parked in common areas unless specifically approved by the Board of Managers. (i.e. during construction, etc.)

D. SECONDARY RV - The Primary Occupant (owner) may have a secondary Recreational Vehicle on his/her lot for a period of fifteen (15) days to accommodate his/her Secondary Occupants. Such an action will be reported to the Association Caretaker and/or Association Board Member, giving names and number of visitors. Visitors may have an additional standard vehicle for transportation.

E. SECONDARY RV EXTENSION – An extension of ten (10) days may be given by the Board of Managers and/or the Association Caretaker upon request.

F. SECONDARY RV STORAGE – No secondary Recreational Vehicle and only one (1) Standard Vehicle will be parked on any lot for a period of more than ten (10) days without Primary or Secondary Occupants in residence. One Standard Vehicle, in operating condition, may be parked on the lot without Primary or Secondary Occupants in residence, for an unlimited period of time.

G. LOT RENTALS

1. Lot owners who allow renters on their lots must advise the Association a minimum of thirty six (36) hours before the renter arrives as to the names of the renters and the type of RV they will bring in. Lot owners shall provide renters with a copy of the Park Rules at or before their arrival.

2. Lot owners renting lots shall verify that their renter’s RVs meet the requirements of this Item G, including RV age restrictions.

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5. RECREATIONAL APPARATUS – Shall be defined as any structure or device recommended by the Architectural Committee, approved by the Board of Managers, and written into the Bylaws, following appropriate guidelines. As of this time, we have the following guidelines:

A. DECK – A structure not to exceed 360 square feet that may have a solid or slatted roof no higher than the trailer and no closer than six (6) inches from the Primary Recreational Vehicle. Further specifications are to be obtained from the Architectural Committee.

B. PATIO – A cement, stone, or concrete block surface not to exceed three hundred sixty (360) square feet at ground level.

C. STORAGE BUILDING - A building not to exceed seven (7) feet in height, and forty eight (48) square feet of floor space.

D. FIREPLACE – A fireplace, fire pit, or barbeque grill, barbeque, or other cooking or heating device.

E. FENCE – not to exceed five (5) feet in height.

F. PATIO SHELTER – A structure with floor dimensions of no more than ten (10) feet by twelve (12) feet with a height not to exceed nine (9) feet. Structure may or may not be enclosed. Further specifications are to be obtained from the Architectural Committee.

G. COMPLIANCE

1. The Board of Managers, or an appointed committee, shall complete a drive-by inspection of each lot and the common areas on a semi-monthly basis during summer months and monthly in winter to identify problems and violations before they become more costly to correct.

2. Owners found to be out of compliance will be notified by the Board of Managers and a hearing will be scheduled. At this time, special consideration will be given to those who present evidence of approval by Architectural Committee, the Board of Managers, and County when needed. If the Board of Managers determines that any owner is not in compliance, enforcement procedures outlined in Article VIII, Item 3, subsection D will be followed per Declaration XXXVII.
3. Notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of the Declaration, Bylaws, Articles, or Rules and Regulations of the Association, to compel the removal of any building or improvements because of the violation of the terms of any such building restriction, unless the action is commenced within one (1) year from the date from which the person commencing the action knew, or in the exercise of reasonable diligence, should have known of the violation for which the action is sought to be brought or maintained. (C.R.S. 123) (2)

H. OWNERS IMPROVEMENTS OF LOTS

1. Any structural change, or addition of recreational apparatus over one hundred dollars ($100.00) in value should be initiated by filling out an Association Permit application (two (2) copies) obtained from and filed with the Architectural Committee. The permit application will be accompanied by a drawing and explanation of the project. The permit application will be reviewed by the Architectural Committee and a Board member. If approved, members will be instructed if County approval is necessary. Upon approval, one (1) copy will be given to the Association for recording and the original will be given to the owner.

ARTICLE IX
COMPENSATION

This organization is not organized for profit. No member, member of the Board of Managers, Officer, or person from 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 contribute to the benefit of, any member of the Board of Managers, Officer or Member, provided however:

A. that reasonable compensation may be paid to any lot owner (excluding members of the Board of Managers, Manager or Officers) while acting as an agent or employee of the Association for services rendered in affecting one (1) or more of the purposes of the Association, and

B. that any member, Manager, or Officer may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE X
AUTHORIZED SIGNATURES

The person who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

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