

**BYLAWS**  
**OF**  
**BRENTWOOD ESTATES TOWNHOMES ASSOCIATION, INC.**

**ARTICLE I**

Object

1.01 Purpose. The purpose for which this nonprofit organization which is herein referred to as the Association is formed is to govern the property situate in the City of Lakewood, County of Jefferson, State of Colorado, subjected to the provisions of the Declaration of Covenants, Conditions and Restrictions for Brentwood Estates Townhomes recorded on July 6, 1983 at Reception Number 83062424 of the record of said County. (Hereinafter "the Declaration").

1.02 Owners Subject to Bylaws. All present or future owners, tenants, future tenants or any other person that might enter upon the lands subjected to the Declaration are subject to the regulation set forth in these Bylaws. The mere acquisition or rental of any of the Lots referred to in the Declaration or the mere act of occupancy of any of said Lots will signify that these Bylaws are accepted, ratified, and will be complied with.

**ARTICLE II**

Membership, Voting, Majority of Owners, Quorum, Proxies

2.01 Membership. Ownership of a Lot is required in order to qualify for membership in this Association. If title to any Lot shall be held by a corporation or other association, the corporation or association shall from time to time designate to the Association, in writing, the name of a natural person or persons authorized to exercise the membership rights of the corporation or association, including voting and the holding of appointive or elective office. Any person on becoming an owner of a Lot shall automatically become a member of this Association and be subjected by these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of this Association or others may have against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to the Lot owners. Such membership card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon shall terminate.

2.02 Voting. Each Lot owner (including the Declarant under the Declaration) of each Lot shall have one vote for each Lot owned, said votes to be cast for all matters requiring membership votes. If any Lot is owned by more than one person, each such owner shall be a member of this corporation and the vote to which such property interest entitles said Lot owners shall be held jointly or in common. However, the votes for such Lot shall be cast, if at all, as a unit and neither fractional vote nor split votes shall be allowed. In the event that such joint or common owners are unable to agree among themselves as to how their vote shall be cast as a unit, they shall lose their right to cast their vote on the matter in question. Any one of the joint or common owners shall be entitled to cast the vote attributable to the jointly or commonly owned Lot unless another joint or common owner of said Lot shall have delivered to the Secretary of the Association prior to the voting attributable to the Lot has not been authorized to do so by the other joint or common owner or owners.

2.03 Definition of Percentage. As used in these Bylaws the term "majority of Lot owners" shall mean those owners of more than fifty percent (50%) of the number of Lots described in the Declaration. Wherever a percentage of Lot owners is stated herein or in said Declaration, such requirement shall mean the percentage of votes representing the total number of Lots.

2.04 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of Lot owners" as defined in paragraph 2.03 of this Article shall constitute a quorum. An affirmative vote of a majority of the Lot owners present, either in person or by proxy, shall be required to transact business.

2.05 Proxies. Member's votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting

### **ARTICLE III**

#### **Administration**

3.01 Association Responsibilities. The Lot owners of the will constitute Brentwood Estates Townhomes Association, Inc., herein referred to as "Association", and will have the responsibility of administering the corporation through a Board of Directors.

3.02 Place of Meetings. Meetings of the Association shall be held at such place as the Board of Directors may direct.

3.03 Annual Meetings. The first annual meeting of the Association shall be held within one year after the date of the adoption of these Bylaws. Thereafter the annual meetings of the Association shall be held on a date selected by the Board of Directors of each year. At such meetings the owners shall elect by ballot those members of the Board of Directors to be elected in accordance with the requirements in paragraph 4.02 of these Bylaws subject to paragraph 9.3 of the Declaration. The Lot owners may also transact such other business of the Association as may properly come before them.

3.04 Special Meetings. It shall be the duty of the President to call a special meeting of the Lot owners as directed by resolution of the Board of Directors or upon a petition signed by at least 25% of the Lot owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such special meeting except as stated in the notice unless by consent of 75% of the Lot owners present, either in person or by proxy. Any such meeting shall be held within 30 days after receipt by the President of such resolution of petition.

3.05 Notices of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner of record, at least fifteen (15) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

3.06 Adjourned Meeting. If any meeting of Lot Owners ,owners cannot be organized because a quorum has not attended, the Lot owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained, provided, however, that if such an adjournment is required due to lack of a quorum, and if notice of the time and place at which the meeting is to be reconvened is given as provided in Section 3.05, the reconvened meeting shall be authorized to proceed if at least 1/3 of the Lot owners are present in person or by proxy.

3.07 Performance of Functions by Declarant. Except as is provided in paragraph 9.3 of the Declaration, all Directors shall be Lot owners. In accordance with paragraph 9.3 of the Declaration, until Declarant has conveyed 100% of the Lots (or until June 30, 1984, whichever event shall be appointed by Declarant, its successors or assigns. Subsequent to the events described in said paragraph 9.3 the Board of Directors shall be elected by the Lot owners as set forth under paragraph 3.03 hereof.

3.08 Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes or preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of Directors
- (g) Unfinished business
- (h) New business
- (i) Motion to Adjourn

## ARTICLE IV

### Board of Directors

4.01 Composition. The affairs of this Association shall be governed by a Board of Directors composed as provided in the Articles of Incorporation.

4.02 Election and Term of Office. At the first meeting the Association, subject to paragraph 9.3 of the Declaration, the term of 1/3 of the Directors shall be fixed for 3 years; the term of 1/3 of the Directors shall be fixed for 2 years; the term of the Directors shall be fixed at 1 year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of 3 years.

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

4.04 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Lot owners, and a successor may then be elected to fill the vacancy thereby created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

4.05 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class project. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation or these Bylaws or by the Declaration directed to be exercised and done by the Lot owners.

4.06 Specific Powers and Duties. Without limiting the generality of the foregoing Section 4.05, the Board of Directors shall be specifically empowered to and shall have the duty to:

(a) Administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) Establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Lots with the right to amend same from time to time. Some establishment or amendment shall be at a regular or special meeting of the Board upon motion of any Board member approved by a majority of the Board members there present, which members present shall be a quorum. A copy of such rules and regulations shall be delivered to or mailed to each member promptly upon the adoption there.

(c) To incur such costs and expenses as may be necessary for the care, operation, management, maintenance, repair and replacement of the Common Area and Common Element and all items of common personal property as provided for in the Declaration.

(d) To insure and keep insured all of the insurable property of the Association as provided in the Declaration.

(e) Obtain, arrange and pay for legal and accounting services necessary and desirable in connection with the operation of the Project or enforcement of the Declaration and to arrange for common services as provided in the Declaration.

(f) Fix, determine, levy and collect monthly, the prorated assessments to be paid by each of the Lot owners toward the common expenses of the Association and to adjust, decrease or increase the amount of the assessments, and to credit any excess of assessments over expenses and cash reserves to the Lot owners against the next succeeding assessment period. Levy and collect special assessments as provided in the Declaration. All assessments shall be in statement form.

(g) Impose penalties and collect delinquent assessments by suit or otherwise and enjoin or seek damages from Lot owners as is provided in the Declaration and these Bylaws.

(h) Protect and defend the Association from loss and damage by suit or otherwise.

(i) Borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary, and such indebtedness shall be the several obligation of all of the Lot owners with one share for each Lot owned, provided, however, that the Board shall not borrow more than \$5,000.00 or cause the Association to be indebted for more than \$5,000.00 at any time without prior approval of the members.

(j) Enter into contracts within the scope of their duties and powers.

(k) 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 Directors.

(l) Keep and maintain full and accurate books and records showing all of the receipts, expenses of disbursements and to permit examination thereof during convenient weekday business hours by each of the Lot owners and their mortgagees if any. Further, furnish such statement of account upon 10 days notice and payment of a reasonable fee, not to exceed \$20.00 to any Lot owner or first mortgagee of such Lot owner.

(m) Prepare and deliver annually to each owner a statement showing in at least summary form all receipts, expenses or disbursements since the last such statement.

(n) 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 the operation of the Association.

(o) To prepare a budget for the Association at least annually, in order to determine the amount of the common assessments payable by the Lot owners to meet the common expenses of the Association, and allocate and assess such common expenses among the lot owners.

4.07 Management Agent. The Board of Directors may employ a managing agent for the Association at a compensation established by the Board, to have such duties and powers as the Board may designate from those listed in Section 4.06 except the duty or power to fix, determine or levy prorated assessments, to levy special assessments, to impose penalties, to borrow funds or levy special assessments, to impose penalties, to borrow funds or to execute instruments evidencing indebtedness. Any such employment shall provide for termination by either party, without cause and without payment for a termination fee, upon 30 days written notice and shall be for a maximum period of three years. However, the Board, when so delegating to a Managing Agent or director, shall not be relieved of its responsibilities under the Declaration.

4.08 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors but at least one such meeting shall be held during each year between May 1 and June 1. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or email, at least three days prior to the day named for such meeting.

4.09 Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally, or by mail, telephone or email, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting

4.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.11 Board of Directors' Quorum. At all meetings of the Board of Directors a majority of the directors then in office, as specified in the Articles, shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. If any meeting is adjourned for lack of a quorum and if notice of the time and place at which the meeting is to be reconvened is given as provided in Section 4.09



hereof, the reconvened meeting shall be authorized to proceed if at least 1/3 of the Directors then in office, as specified in the Articles, are present in person or by proxy and any business which might have been transacted at the meeting as originally called may be transacted as originally called may be transacted at said reconvened meeting.

4.12 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE V

### Officers

5.01 Designation. The officers of the Association shall be a President, Vice-President, and Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors.

5.02 Election of Officers. The officers of the Association, who shall be Lot owners, shall be elected annually by the Board of Directors at their annual meeting. One person may hold concurrently Vice President and Secretary or Vice President and Treasurer, but the President shall serve only in the office of President. The offices of Secretary and Treasurer may be held concurrently by one person.

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

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

5.05 Vice-President. The Vice-President shall have all the powers and authority and perform all of the functions and duties of the President, in the absence of the President his inability for any reason, to exercise such powers and functions or perform such duties.

5.06 Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and minutes of meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's

name the number or other appropriate designation of the Lot owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.07 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 and for deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors, and shall pay all charges and obligations of the Association before the same shall become delinquent. Such records shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

## ARTICLE VI

### Committees

6.01 Designation. The Board of Directors may, but shall not be required to, appoint an executive committee and an architectural control committee.

6.02 Executive Committee. The executive committee shall consist of three persons who are members and who shall be appointed by the Board of Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or email and a special meeting may be held by telephone.

6.03 Architectural Control Committee. The architectural control committee shall consist of three persons who are members of the Association. The committee shall perform those functions as forth in paragraph 12 of the Declaration.

## ARTICLE VII

### Abatement and Enjoinment

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth therein, to enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any breach or violation thereof.



## ARTICLE VIII

### Amendments to Bylaws

These Bylaws may be amended by the Association members at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by 75% of the Lots and unless notice of such meeting shall specify the nature of any proposed amendment or amendments. No amendment shall take effect unless such amendments are consistent with the Declaration and the Articles of Incorporation.

## ARTICLE IX

### Mortgagees

9.01 Notice to Association. An owner who mortgages his Lot shall notify the Association through the Managing Agent, if any, or the President of the Board of Directors, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots."

9.02 Notice of Default to Mortgagee. The Association shall at the request of the mortgagee of a Lot report any default in the performance by the owner of such Lot or any obligation under the Declaration, the Articles of Incorporation or the Bylaws of the Association or the rules and regulations of the Association which is not cured within 60 days.

9.03 Mortgagee Notification – Amendment to Bylaws. The Association shall notify each first mortgagee of any proposed material amendment to the Association Articles or Bylaws at least ten (10) days prior to the effective date of such amendment or change.

9.04 Mortgagee – Attendance at Meetings. Upon the written request of any first mortgagee such mortgagee shall be entitled to receive the most recent annual financial statement of the Association and written notice of all meetings of the Association and such first mortgagee shall have the right to designate a representative to attend any such meeting.

## ARTICLE X

### Evidence of Ownership, Registration of Mailing Address and Required Proxies

10.01 Proof of Ownership. Except for those Owners who initially purchased a Lot from the Declarant, any person on becoming an owner of a Lot shall furnish to the Managing Agent or Board of Directors 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 be entitled to vote at any annual special meeting of members nor shall he be allowed to appoint a Director unless this requirement is first met.

10.02 Registration of Mailing Addresses. The owners of each Lot shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of Lot owner or owners shall be furnished by such Lot owners to the Secretary within 5 days after transfer of title, or after change of address, and such registration shall be in written form and signed by all of the owners of the Lot or by such persons as are authorized by law to represent the interests of all of the owners thereof.

10.03 Association Address. The address of the Association shall be 1426 Pierce St, Lakewood, CO 80214 until such address is changed by the Board of Directors and notice thereof is mailed by regular mail to each Lot owner and first mortgagee at such Lot owner's or first mortgagee's registered mailing address.

## ARTICLE XI

### Obligations of the Owners

11.01 Assessments and Charges. The Lot owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses of the Association and any charges incurred by reason of provisions of the Declaration. Contributions for assessments shall be prorated if the ownership of a Lot commences on a day other than the first day of an assessment period. Charges other than expense assessments shall be due as incurred. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only he has fully paid all assessments made or levied against him and the Lot owned by him and all other obligations owing to the Association, including costs or repairs to Association Property.

#### 11.02 Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all maintenance and repair work required of him by the Declaration. An owner shall do no act nor work that will impair the structural soundness or integrity of an improvement or building or impair any easement or right of way.

(b) An owner shall be obligated to reimburse the Association promptly upon receipt of a statement for any expenditures incurred in repairing or replacing or restoring any Association property damaged by his own or his Lessee's carelessness, negligent or other tortious act or that their respective families, agents, employees, invitees, licensees.

11.03 General. Each Lot owner shall comply strictly with the provisions of the recorded Declaration. Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Declaration was filed.

11.04 Rules and Regulations. The Board of Directors shall have the power to establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of the Lots and Association Property together with the right to amend said rules and regulations from time to time.

11.05 Destruction or Obsolescence. Each owner upon becoming an owner of a Lot thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the Association Property upon its damage, destruction or obsolescence, as provided in the Declaration.

## ARTICLE XII

### Character of Association and Compensation

This Association is not organized for profit. No member of the Board of Directors, 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 inure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

## ARTICLE XIII

### Indemnification

13.01 Indemnification. The Association shall indemnify every director or officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a director or officer of the Association, except as to matters to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or fraud. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty to gross negligence or fraud in the performance of his duty as such director or officer in relation to the matter involved.

The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses. Nothing contained in this paragraph shall, however, be deemed to obligate the Association to indemnify any owner who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred as an owner under or by virtue of the Declaration, or his ownership of a Lot as distinguished from his conduct and activities as an officer or director of the Association.

13.02 Non-Liability of the Directors, Board, Officers and Declarant. Neither the directors, Board or officers of the Association, nor Declarant shall be personally liable to the owners for any mistake or judgment or for any acts or omissions of any nature whatsoever so such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud.

#### ARTICLE XIV

##### Conveyances and Encumbrances

Corporate property may be conveyed or encumbered by authority of the Board of Directors or such persons to whom such authority may be delegated by resolution of the Board as provided in the Declaration and Articles.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 15 day of June, 2017.

BOARD OF DIRECTORS:

Monte Bryegge  
Ken Lamm  
Keith Copeland  
Curt W Luter