

ARTICLES OF INCORPORATION
AND BY-LAWS
OF THE **MANOR RIDGE ASSOCIATION**

For the purpose of forming a nonprofit corporation pursuant to the provisions of the Colorado Nonprofit Corporation Act, the undersigned, acting as incorporator, has made, signed and acknowledged the following articles:

ARTICLES I

Name

The name of the corporation is: **THE MANOR RIDGE ASSOCIATION.**

ARTICLE II

Duration

This corporation shall have perpetual existence.

ARTICLE III

Objects and Purposes

The business, objects and purposes for which the corporation are as follows:

A. To be and constitute **The Manor Ridge Association** to which reference is made in the Supplemental Declaration of Covenants, Conditions and Restrictions for Manor Ridge in the Valley of Ken-Caryl Ranch recorded at Reception No. 82073892 in the office of the County Clerk and Recorder of the County of Jefferson, State of Colorado (hereinafter "the Supplemental Declaration"), and executed by Ken-Caryl Ranch Corporation, s Delaware Corporation (hereinafter "Grantor"), and The Valley Joint Venture, a Colorado joint venture (hereinafter "Declarant"), relating to a residential project (hereinafter called "**Manor Ridge**") in Littleton, Colorado and to perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified therein.

B. To protect and maintain **Manor Ridge** as a desirable residential community of the highest quality and value, and to preserve and enhance its value, desirability and attractiveness.

C. To provide an entity for the ownership, management, control, operation, maintenance, repair, improvement, replacement and preservation of the real property, together with all improvements located thereon (including furnishings and equipment related thereto), within **Manor Ridge** designated for the common use and enjoyment of the owners of the lots in **Manor Ridge**.

D. To promote the health, safety and welfare of the residents of **Manor Ridge** and to arrange for or provide all services necessary or desirable in connection therewith.

ARTICLE IV

Powers

In furtherance of its purposes, but not otherwise, the corporation shall have the following powers:

A. All of the powers conferred upon nonprofit corporations by the common law and the statutes of the State of Colorado in effect from time to time.

B. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of **The Manor Ridge Association** under the Supplemental Declaration, including, without limitation, the following powers:

1. To fix, levy, collect and enforce payment of, by any lawful means, assessments, charges and fines pursuant to the terms of the Supplemental Declaration; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of **The Manor Ridge Association**.

2. To accept, own, operate, maintain and repair the private roads in **Manor Ridge** conveyed to the corporation.

3. To accept, own, manage, control, operate, maintain, repair, improve and replace the real property, together with all improvements located thereon (including furnishings and equipment related thereto), conveyed to the corporation for the common use and enjoyment of the owners of lots in **Manor Ridge** and to keep the same in good, clean, safe, attractive and sanitary condition, order and repair.

4. To accept, own, maintain and repair easements, rights-of-way, parks, sidewalks, paths, trails, entry structures, guardhouses, signs and other property conveyed to the corporation.

5. To obtain and maintain in effect policies of insurance adequate in kind and amount, including, but not limited to: fire and extended coverage insurance on all improvements and personal property owned by the corporation; bodily injury, property

damage and other liability insurance; Workmen's Compensation Insurance to the extent necessary to comply with all applicable laws; fidelity bonds naming the members of the Board of Directors of the corporation and other such persons as the Board of Directors shall determine as principals and the corporation as obligee; and other such insurance, including indemnity and other bonds, as the Board of Directors of the corporation may deem necessary or expedient to carrying out the objects and purposes of the corporation.

6. To enforce, in its own behalf and in behalf of all members of the corporation, all of the terms and provisions of the Supplemental Declaration and any amendments thereto; and to perform all other acts as may be reasonably necessary to enforce any of the terms and provisions of the Supplemental Declaration.

7. To provide watchmen, guards and private security personnel at such places and for such purposes as may be determined by the Board of Directors of the corporation.

8. To pay all real and personal property taxes and assessments levied upon or with respect to any property owned by the corporation, provided that the corporation shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

9. To enter into, make, perform and enforce contracts to provide service or perform any function of the corporation, except contracts delegating the right to levy assessments and fines to be levied by the corporation pursuant to the Supplemental Declaration.

10. To acquire, own and hold tangible and intangible personal property for the use and benefit of the owners of lots in **Manor Ridge** and to dispose of the same by sale or otherwise.

11. To maintain in good repair and condition all lands, improvements and other property owned by the corporation.

12. To grant any person or private, public, governmental or quasi-governmental entity the right to enter upon the private roads in **Manor Ridge** and the easements adjacent thereto in order to provide fire and police protection, school buses, postal service, cable television and similar services; to grant and convey to Ken-Caryl Ranch Master Association any properties or interests therein, rights, privileges and duties of the corporation except the right to levy assessments and fines to be levied by the corporation pursuant to the Supplemental Declaration; to permit other persons to use the private roads and common areas in **Manor Ridge**; and to dedicate, sell, transfer, grant or convey all or any part of the common areas in **Manor Ridge** to any public agency, authority, utility or other entity or person or to the Ken-Caryl Ranch Master Association upon the written consent of owners holding two-thirds (2/3) of the

votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership then entitled to be cast under Article V of these Articles of Incorporation and the written consent of all first mortgages of said common areas.

13. Upon the written consent of owners holding two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership then entitled to be cast under Article V of these Articles of Incorporation, to borrow money for the purpose of the improving the common areas and facilities in **Manor Ridge** or to finance any function or activity the corporation is authorized to perform and in aid thereof mortgage or grant other security interests in the common areas.

14. To make, establish and promulgate, and to amend or repeal and re-enact, rules and regulations covering any and all aspects of the corporation's functions and operations, including the use of the private roads and common areas in **Manor Ridge** and the use of other corporation property.

15. To pay for water, sewer, garbage removal, electricity, telephone, gas, snow removal, landscaping, gardening and all other utilities, services and maintenance for the properties of the corporation.

16. To appoint and remove members of an architectural committee which shall consider and act upon proposals and plans pertaining to improvements in **Manor Ridge** which are submitted to it, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

17. To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of this corporation; provided, however, that such Bylaws may not be inconsistent with or contrary to any provision of these Articles of Incorporation or the Supplemental Declaration.

18. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article IV.

ARTICLE V

Memberships and Voting Rights

This corporation shall be a membership corporation without certificates or shares of stock. There shall be one membership in the corporation for each owner of a lot in **Manor Ridge** as defined in the Supplemental Declaration. No person or entity other than an owner of a lot in **Manor Ridge** may be a member of the corporation; provided, however, that no person shall be a member by reason of ownership of any leased

interest or estate, easement, right-of-way, mineral interest, mortgage or deed of trust. Each owner of a lot in **Manor Ridge** shall automatically be a member of this corporation without the necessity of any further action on such person's part. Such membership shall terminate without any formal corporate action whenever such a person ceases to own a lot in **Manor Ridge**, 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 corporation during the period of such ownership and membership in this corporation, or impair any rights or remedies which the Board of Directors of this corporation 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. If title to any lot in **Manor Ridge** is held by a corporation or other association, the corporation or association shall from time to time designate to the corporation named herein, 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 elective office, and if title to any lot is held by two or more individuals, one such owner shall be designated to exercise all owners' membership rights.

There shall be two classes of voting membership, said classes being designated as Class A and Class B. The Class A members shall be all of the owners of lots in **Manor Ridge** with the exception of Declarant. All Class A members shall be entitled to vote on all matters calling for membership vote and each Class A member shall be entitled to one (1) vote per lot for each lot in **Manor Ridge** owned by said Class A member. When more than one person owns any lot, the vote appurtenant to such lot shall be exercised as the several owners among themselves determine and in no event shall more than one (1) vote be cast with respect to any lot. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that said owner was acting with the authority and consent of all other owners of the same lot. In the event more than one vote is cast for a particular lot, none of said votes shall be counted and all of said votes shall be deemed void. The Class B member shall be the Declarant. The Class B member shall be entitled to vote on all matters calling for membership vote with three (3) votes per lot for each lot in **Manor Ridge** owned by said Class B member, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall first occur:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. December 31, 1989.

If the Class B membership has ceased to exist pursuant to subsection (A) above, and other real property is thereafter subjected to the Supplemental Declaration, the Class B membership shall be reinstated and for purposes of determining the total number of votes to which the Class B member is entitled, all lots then owned by Declarant anywhere in **Manor Ridge** shall be counted.

A transfer of membership shall occur automatically upon the transfer of title to the

lot in **Manor Ridge** to which the membership pertains; provided, however, that the Bylaws of the corporation may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

The corporation may suspend the voting rights of a member for failure to comply with rules and regulations or the Bylaws of the corporation or with any obligations of the owners of lots in **Manor Ridge** under the Supplemental Declaration, or any agreement created thereunder.

ARTICLE VI

Board of Directors

The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors.

The Board of Directors shall consist of not less than three (3) members nor more nine (9) members, the specific number to be set from time to time in the Bylaws of the corporation. In the absence of any provisions in the Bylaws, the Board of Directors shall consist of five (5) members.

Directors shall be elected by the members of the corporation in the manner determined by the Bylaws and shall serve for such terms as therein provided. The number of directors constituting the initial Board of Directors is five (5), and the names and addresses of the persons who are to serve as the initial directors until the first election of directors by the members of the corporation at the first regular annual meeting of the members of the corporation at the first regular annual meeting of the members and until their successors are duly elected and qualified, are as follows:

Michael A. Crennen	10579 Bradford Road Littleton, CO 80127
John E. Osborn	10579 Bradford Road Littleton, CO 80127
Dennis E. Carruth	10579 Bradford Road Littleton, CO 80127
Kevin C. Scott	10579 Bradford Road Littleton, CO 80127
Cynthia A. Taylor	10579 Bradford Road Littleton, CO 80127

Directors may be removed and vacancies on the Board of Directors shall be filled in the manner to be provided in the Bylaws of the corporation.

ARTICLE VII

Officers

The Board of Directors may elect a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as the Board of Directors deems to be in the best interests of the corporation. The officers shall have such duties as may be prescribed in the Bylaws of the corporation and shall serve at the pleasure of the Board of Directors.

ARTICLE VIII

Merger, Consolidation and Dissolution

The corporation may be merged or consolidated with another corporation or may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

Restrictions

A. No part of the income or net earnings of the corporation shall inure (other than by acquiring, constructing or providing management, maintenance and care of corporation property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of, or be distributable to, any member, director or officer of the corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its objects and purposes, and except that reimbursement may be made for any expenses incurred for the corporation by any officer, director, agent or employee, or any other person or corporation, pursuant to and upon authorization of the Board of Directors); and further no member, director or officer of the corporation, or any other private individual, shall be entitled to share in any distribution of any of the corporate assets on dissolution of the corporation or otherwise. The corporation shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

B. No part of the assets of the corporation shall inure to the benefit of or be distributable to any organization whose income or net earnings or any part thereof inure to the benefit of any private shareholder or other individual.

ARTICLE X

Initial Registered Office and Agent

The initial registered office of the corporation shall be 10579 Bradford Road, Littleton, Colorado 80127. The initial registered agent at such office shall be Michael A. Crennen. The Board of Directors of the corporation may from time to time change such designated office or agent by accomplishing the necessary filings with the Colorado Secretary of State.

ARTICLE XI

Incorporator

The incorporator of this corporation is Lisa Holstein, whose address is c/o Holland and Hart, Post Office Box 8749, Denver, Colorado 80201.

ARTICLE XII

Amendment

Amendments to these Articles of Incorporation shall be adopted, if at all, in the manner set forth in the Colorado Nonprofit Corporation Act; provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with any provision of the Supplemental Declaration.

ARTICLE XIII

Veterans Administration Approval

If approval of the **Manor Ridge** project by the Veterans Administration has been obtained or currently is being sought, the following actions shall require the prior approval of the Veterans Administration so long as there is a Class B membership pursuant to Article V of these Articles of Incorporation:

- (1) annexation of additional properties to **Manor Ridge**;
- (2) amendment of the Supplemental Declaration;
- (3) amendment of these Articles of Incorporation;
- (4) amendment of the Bylaws of the corporation;
- (5) merger, consolidation or dissolution of the corporation;
- (6) mortgaging of the common areas in **Manor Ridge** or any part thereof by the corporation; and
- (7) conveyance of the common areas in **Manor Ridge** or any part thereof by the corporation.

EXECUTED this 25th day of October, 1982.

s/a Lisa Holstein

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 25th day of October, 1982, by Lisa Holstein.

Witness my hand and official seal.

My commission expires:

BYLAWS

OF

THE MANOR RIDGE ASSOCIATION

(a Colorado nonprofit corporation)

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BYLAWS
OF
THE MANOR RIDGE ASSOCIATION

(a Colorado nonprofit corporation)

ARTICLE I

Object

1.01 **Purpose**. The purpose for which **The Manor Ridge Association**, a Colorado nonprofit corporation, herein referred to as the "Association", is formed is to govern certain property situated in the County of Jefferson, State of Colorado, which is owned by The Valley Joint Venture, a Colorado joint venture referred to herein as "Declarant", and known as **Manor Ridge**.

1.02 **Owners Subject to Bylaws**. All present or future owners, tenants, future tenants, or any other person that might use in any manner the facilities of **Manor Ridge** are subject to the regulations set down in these Bylaws. The mere acquisition or rental of any of the dwelling units of **Manor Ridge** or the mere act of occupancy of any of said dwelling units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

Offices

2.01 **Business Offices**. The principal office of the Association in the State of Colorado shall be located in the County of Jefferson. The Association may have such other offices, either within or without the State of Colorado, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

2.02 Registered Office. The Association shall have and continuously maintain in the State of Colorado a registered office, and a registered agent whose office is identical with such registered office, as required by the Colorado Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III

Master and Supplemental Declarations

The Association accepts the terms and provisions of and agrees to observe, obey and fulfill all the conditions, restrictions and duties placed on it by the Supplemental Declaration of Covenants, Conditions and Restrictions for **Manor Ridge** in the Valley of Ken-Caryl Ranch made by Ken-Caryl Ranch Corporation and The Valley Joint Venture, and recorded on October 22, 1982, in the office of the County Clerk and Recorder of Jefferson County, Colorado, under Reception No. 82073892 (hereinafter the "Manor Ridge Supplemental Declaration"). To the extent that rights, privileges, conditions, restrictions or duties are conferred or placed on it by the Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch made on April 25, 1974 by Ken-Caryl Ranch Corporation, and recorded on April 26, 1974 in the office of the County Clerk and Recorder of Jefferson County, Colorado, under Reception No. 635595 in Book 2616 at Page 163, which Master Declaration, as Amended and Restated, was recorded again on June 30, 1978, under Reception No. 78059201 in the same records (hereinafter the "Master Declaration"), the Association accepts the terms and provisions of and agrees to observe, obey and fulfill all the conditions, restrictions and duties placed on it by the Master Declaration. These Bylaws hereby incorporate the **Manor Ridge** Supplemental Declaration and the Master Declaration by reference thereto, and copies of the same shall be affixed to these Bylaws as Exhibit A and Exhibit B respectively. In order to aid in accomplishment of the purposes of the Association as expressed in its Articles of Incorporation, and in order to further the purposes expressed in the Master Declaration and the **Manor Ridge** Supplemental Declaration, the Association wishes to express its intent to abide by the terms and provisions of any future Supplemental Declarations made pursuant to the Master Declaration, to the extent those Supplemental Declarations may be applicable to it; and to express its intent to abide by the terms and provisions of any amendments to the Master Declaration or the **Manor Ridge** Supplemental Declaration which may from time to time be made according to the provisions therein. Nothing in these Bylaws shall be construed to limit or enlarge any of the provisions or restrictions of the Master Declaration or the **Manor Ridge** Supplemental Declaration, or to be in any way in conflict with the terms of the Master Declaration or the **Manor Ridge** Supplemental Declaration. The express inclusion of or reference to certain provisions of the Master Declaration or the **Manor Ridge** Supplemental Declaration in these Bylaws should in no way be construed to limit the binding effect of any of the terms or provisions of the Master Declaration or the **Manor Ridge** Supplemental Declaration which are not thus

expressly included or referred to in these Bylaws.

ARTICLE IV

Members

4.01 Qualifications. Ownership of a lot within **Manor Ridge** is required in order to qualify for membership in this Association; provided, however, that no person shall be a Member by reason of ownership of any leasehold interest or estate, easement, right-of-way, mineral interest, mortgage or deed of trust. Each owner of a lot in **Manor Ridge** shall automatically be a Member of the Association without the necessity of any further action on such person's part, and membership in the Association shall be appurtenant to and shall run with the ownership of each lot. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except **Manor Ridge** Bylaws page 5

together with the title to the lot, and then only to the transferee of such title to the lot, and then only to the transferee of such title. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void. Such membership shall terminate without any formal Association action whenever such person ceases to own a lot in **Manor Ridge**, 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. If title to any lot in **Manor Ridge** is 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 elective office, and if title to any lot is held by two or more individuals, one such owner shall be designated to exercise all owners' membership rights.

4.02 Notification. Except as indicated below in regard to Declarant, any person who may become a Member of the Association shall give written notice to the Secretary of the Association that he has become a Member. Such notice shall include the name and **Manor Ridge** address of the Member, and shall indicate the address at which the Member wishes to receive all notices from the Association, if different from his **Manor Ridge** address. Such notice shall also identify the lot, the ownership of which entitles the person to membership; and such notice shall further identify the previous owner of such lot. It is recognized that Declarant is now a Member of the Association and that all notices to Declarant shall be addressed to Declarant at 10579 Bradford Road, Littleton, Colorado 80127, all without need for the above-mentioned notice to the Secretary of the Association. All Members, including Declarant, shall give written notice to the

Secretary of the Association of any changes which may occur from time to time in the names, addresses or ownership information provided the Association. Neither the Association nor its officers shall be liable for failing to enter on the membership books of the Association the name of any Member who fails to provide notice as specified herein or for failing to give such person notice of any meeting of Members or any other notification or information provided or required by the **Manor Ridge** Supplemental Declaration, the Articles of Incorporation or these Bylaws or by law.

ARTICLE V

Meetings of Members

5.01 Regular Annual Meeting. There shall be a regular annual meeting of the Members of the Association on the second Monday in the month of March of each year at 7:00 p.m. at the principal office of the Association. Said regular annual meeting may be held at such other reasonable place and at such time as may be designated by written notice of the Board of Directors given to Members not less than ten (10) days nor more than 50 (fifty) days prior to the date fixed for said annual meeting.

5.02 Special Meetings. It shall be the duty of the Secretary of the Association to call a special meeting of the Members when so directed by the President of the Association or by resolution of the Board of Directors or upon a petition signed by Members holding at least one-fifth (1/5) of the votes of the Class A membership and one-fifth (1/5) of the votes of the Class B membership then entitled to be cast under Section 5.10 of these Bylaws and presented to the Secretary of the Association. The notice of any special meeting shall state the time, date and place of such meeting and the purpose or purposes thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of Members holding at least three-fourths (3/4) of the votes represented at the meeting, either in person or by proxy. Any such meeting shall be held within thirty (30) days after receipt by the Secretary of such direction, resolution or petition.

5.03 Notice of Meetings. It shall be the duty of the Secretary of the Association to give written notice of each annual and special meeting of the Members of the Association, stating the purpose thereof as well as the time, date and place it is to be held, to each Member of record, delivered not less than ten (10) days or mailed not less than fifteen (15) days prior to the date fixed for said meeting. Notices of meetings shall be addressed to each Member either at his address in **Manor Ridge** or to such other address as he shall have designated in writing to the Association, in accordance with the information the Member shall have provided in the notification required by Section 4.02 of Article IV of these Bylaws. The mailing of a notice in the manner provided in this Section shall be considered notice served. A waiver of notice signed by a Member before or at any meeting shall be a valid substitute for notice.

5.04 Closing of Books. The Board of Directors shall close the membership

books of the Association for a period of not less than ten (10) days nor more than thirty (30) days preceding the date of any regular or special meeting of Members; and only those Members who are listed as such on the membership books on the date when said books are closed are eligible to vote at the meetings of Members. Neither the Association nor its officers shall be liable in any manner for refusing to permit any person to vote who is not a Member listed on the membership books as of the date of the closing of said books, or who is the duly authorized proxy or attorney-in-fact of such person.

5.05 Inspection. At least ten (10) days before every meeting of Members a complete list of Members entitled to vote at such meeting, arranged in alphabetical order, showing the address of each Member and the number of votes to which each is entitled, shall be prepared by the Secretary of the Association and shall be open to inspection and copying by any Member or his agent or attorney during usual business hours for a period of at least ten (10) days prior to such meeting at the principal office of the Association, and such list shall be produced and kept at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member who shall be present.

5.05 Informal Action by Members. Any action required by law to be taken at a meeting of Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. If all of the Members shall meet at any time and place, either within or without the State of Colorado, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

5.06 Quorum. Except as otherwise provided in the Master Declaration or the **Manor Ridge** Supplemental Declaration, the presence at any meeting, in person or by proxy, of Members holding at least one-tenth (1/10) of the votes of the Class A membership and one-tenth (1/10) of the votes of the Class B membership then entitled to be cast under Section 5.10 of these Bylaws shall constitute a quorum. A quorum must be in attendance at a meeting of the Members of the Association in order to conduct any business of the Association. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a tie not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be one-half (1/2) of the quorum requirement for the preceding meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.08 Conduct of Meetings. The President of the Association, or in his absence the Vice President, shall call meetings of Members to order and act as chairman of such meetings. In the absence of both said officers, any Member entitled to vote thereat or any proxy of any such Member may call the Meeting to order, and a chairman of the

meeting shall be elected. The Secretary of the Association, or in his absence the Assistant Secretary, shall act as secretary of the meeting. In the absence of both the Secretary and the Assistant Secretary, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting. At all meetings of the Members the following order of business shall be observed insofar as it is consistent with the purpose and objectives of the meeting:

- (a) Calling the roll to determine the Members present either in person or by proxy at the meeting;
- (b) Reading of notice and proof of call of the meeting;
- (c) Reading of minutes;
- (d) Reports of officers;
- (e) Reports of committee;
- (f) Unfinished business;
- (g) New business;
- (h) Election of directors;
- (i) Miscellaneous business.

5.09 Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of execution, unless otherwise provided in the proxy.

5.10 Votes of Members. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all of the owners of lots in **Manor Ridge** with the exception of Declarant. Each Class A Member shall be entitled to one (1) vote per lot for each lot in **Manor Ridge** owned by said Class A Member. When more than one person owns any lot, all such persons shall be Members of the Association; provided, however, that the vote appurtenant to such lot shall be exercised as the several owners among themselves determine and in no event shall more than one (1) vote be cast with respect to any lot. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that said owner was acting with the authority and consent of all the other owners of the same lot. In the event more than one vote is cast for a particular lot, none of said votes shall be counted and all of said votes shall be deemed void. No Class A Member shall have a

right to vote unless such Member is in good standing.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes per lot for each lot in **Manor Ridge** owned by said Class B Member, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall first occur:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. December 31, 1989.

If the Class B membership has ceased to exist pursuant to subsection (a) above, and other real property is thereafter subjected to the **Manor Ridge** Supplemental Declaration, the Class B membership shall be reinstated and for purposes of determining the total number of votes to which the Class B Member is entitled, all lots then owned by Declarant anywhere in **Manor Ridge** shall be counted.

5.11 Manner of Acting. An affirmative vote of a majority of the votes entitled to be cast on a matter to be voted upon by the Members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof except as to matters where another percentage is specifically provided by law, the **Manor Ridge** Supplemental Declaration, the Articles of Incorporation or these Bylaws or, to the extent applicable, by the Master Declaration.

5.12 Voting by Mail. The election of directors to the Board of Directors may be conducted by mail in such manner as the Board of Directors shall determine and shall require at least a majority of the votes which Members are entitled to cast in such election.

ARTICLE VI

Board of Directors

6.01 Number, Election, Tenure, Qualifications and Initial Board. The affairs of the Association shall be managed by its Board of Directors composed of five (5) persons. The number of directors may be increased or decreased by amendment of these Bylaws; provided, however, that the number of directors shall not be reduced to less than three (3) nor increased to more than nine (9) and provided further that no decrease in the number of directors shall have the effect of shortening the term of office of any director then serving, Directors shall be elected by the Members of the Association at each regular annual meeting as hereinafter provided. At the first such

regular meeting of the Members of the Association, the Members shall elect five (5) directors and set the terms of office therefor. The term of office of two (2) directors shall be fixed for three (3) years; the term of office of two (2) directors shall be fixed for two (2) years; and the term of office of one (1) director shall be fixed for one (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 three (3) years. Each director shall hold office until his successor shall have been duly elected and qualified, unless such director is removed in the manner hereinafter provided. Directors need not be residents of the State of Colorado or Members of the Association. The initial Board of Directors to serve until the first regular annual meeting of the Members of the Association shall consist of the following persons: Michael A. Crennen, John E. Osborn, Dennis E. Carruth, Kevin C. Scott and Cynthia A. Taylor.

6.02. General 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 residential project, including specifically but not by way of limitation the powers and duties enumerated in Article XII of the **Manor Ridge** Supplemental Declaration. 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 Master Declaration or the **Manor Ridge** Supplemental Declaration either prohibited or directed to be exercised and done by the Members.

6.03. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same place as, the regular annual meeting of Members.

6.04. Regular Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Colorado, for the holding of regular meetings of the Board without other notice than such resolution. Regular meetings of the Board of Directors are in addition to the organization meeting.

6.05. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President of the Association or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Colorado, as the place for holding any special meeting of the Board of Directors called by them.

6.06. Notice of Special Meetings. Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting

shall constitute a waiver of notice of such meeting, except where there a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

6.07. Board of Directors' Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business of any meeting of the Board. If, at any meeting of the Board of Directors, there be less than a quorum present, the **Manor Ridge** Bylaws page 11

majority of those present may adjourn the meeting from time to time until a quorum is obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

6.08. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

6.09. Vacancies. Any vacancy occurring in the Board of Directors caused by any reason other than the removal of a director by a vote of the Members of the Association and any directorship to be filled by reason of an increase in the number of directors may be filled by an affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be a director until a successor is elected and qualified at the next regular annual meeting of the Members of the Association.

6.10. Removal of Directors. At any regular annual or special meeting of the Members of the Association duly called, any one or more of the directors may be removed with or without cause by the Members of the Association upon the affirmative vote of a majority of the votes held by Members present, in person or by proxy, then entitled to vote at an election of directors, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

6.11. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors the expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

6.12. Informal Action by Directors. Any action required by law to be taken at a

meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

ARTICLE VII

Officers

7.01. Officers. The principal officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

7.02. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. The President must be elected from among the Board of Directors.

7.03. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

7.04. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

7.05. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association, contracts or other instruments which the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President of a nonprofit corporation and such other duties as may be prescribed by the Board of Directors from time to time.

7.06. Vice President. In the absence of the President or in event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.07. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; shall receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article X of these Bylaws; shall pay all charges and obligations of the Association before the same shall become delinquent; shall keep full and accurate accounts of all receipts and disbursements in the Association's books; and, in general, shall perform all the duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.08. Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; shall keep a register of the post-office address of each Member which shall be furnished to the Secretary by such Member; and, in general, shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.09. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President of the Board of Directors.

ARTICLE VIII

Committees

8.01. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees,

each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any director or officer of the Association; amending the Articles of Incorporation; restating the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

8.02. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be appointed in such manner as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such members whenever in their judgment the best interests of the Association shall be served by such removal. Nothing in this Section or in this Article shall be construed to limit or in any way diminish the rights conferred upon the Architectural Committee established under Article IX of these Bylaws.

8.03. Term of Office. Each member of a committee shall continue as such until the next organization meeting of the Board of Directors and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.04. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

8.05. Vacancies. Vacancies in the members of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.06. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.07. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE IX

Architectural Committee

9.01. The Architectural Committee. The Architectural Committee shall be the architectural committee created pursuant to Article VIII of the Master Declaration unless and until relinquishment of architectural control is made to and accepted by the Association as in Section 8.11 of the Master Declaration provided. If relinquishment of architectural control is made and accepted as aforesaid, then and thereafter the Architectural Committee shall be the committee created pursuant to Article XI of the **Manor Ridge** Supplemental Declaration and the following Sections of this Article IX shall apply thereto.

9.02. Members of the Architectural Committee. The Architectural Committee shall consist always of either three (3) members or five (5) members. The Board of Directors of the Association may reduce the number of members of the Architectural Committee to three (3) or increase it to five (5) as often as it wishes. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed as provided herein. Members of the Architectural Committee may be removed at any time with or without cause by the Board of Directors.

9.03. Appointment and Removal of Members. The Board of Directors of the Association shall have the right to appoint and remove all members of the Architectural Committee.

9.04. Duties, Functions and Powers. The Architectural Committee shall have such powers and shall perform such duties and functions as specified in the Master Declaration and the **Manor Ridge** Supplemental Declaration, as they may be amended from time to time.

9.05. Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for or on behalf of the Architectural Committee, except the granting of variances pursuant to Section 8.09 of the Master Declaration or Section 11.10 of the **Manor Ridge** Supplemental Declaration. In the absence of such designation, the vote of a majority of all of the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

9.06. Compensation. The members of the Architectural Committee shall be

entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties. Such compensation shall be determined by the Board of Directors.

9.07. Nonliability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof nor the Board of Directors of the Association nor any member thereof shall be liable to the Association or to any Member or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's or the Board's respective duties under the Master Declaration, the **Manor Ridge** Supplemental Declaration, the ARTicles of Incorporation or these Bylaws, unless due to the willful misconduct or bad faith of the Architectural Committee or its members or the Board of Directors or its members, as the case may be. Except insofar as its duties may be extended with respect to a particular area by amendment to these Bylaws, the Architectural Committee shall review and approve or disapprove all plans and specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to **Manor Ridge**, the surrounding area and the Ken-Caryl Ranch generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plans and/or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

9.08. Filing of Rules. All rules and regulations adopted by the Architectural Committee shall be filed with the Secretary of the Association and shall be available for inspection by any Member of the Association on the same terms as all other books and records of the Association as provided in Article XII below. Rules and regulations adopted by the Architectural Committee but not so filed shall not be effective against Members of the Association not having actual notice thereof.

ARTICLE X

Contracts, Checks, Deposits, Funds and Fiscal Year

10.01. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract to execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

10.02. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association,

shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

10.04. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

10.05. Fiscal Year. The fiscal year of the Association shall be that period which the Board of Directors shall by resolution provide.

10.06. Audit. If directed by a vote of the Members at any regular or special meeting, the Association shall provide an audit by an independent certified public accountant of its accounts and shall make a copy of such audit available to each Member during normal business hours. Any Member may at any time at his own expense cause an audit or an inspection to be made of the books and records of the Association by a certified public accountant provided that such audit or inspection is made during normal business hours and without unnecessary interference with the operations of the Association.

ARTICLE XI

Certificates of Membership

The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

ARTICLE XII

Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board of Directors, committees having any of the authority of the Board of Directors and the Architectural Committee. The Association shall also keep at its registered or principal office membership books giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney, for any purpose at any reasonable time.

ARTICLE XIII

Indemnification

13.01. Third Party Actions. The Association may 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 (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner in which he reasonably believed to be in or not opposed to the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

13.02. Derivative Actions. The Association may 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 by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action, proceeding or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

13.03. Determination. The indemnification which the Association has elected

to provide under Section 13.01 or Section 13.02 of this Article XIII (unless ordered by a court) shall be made by the Association only as authorized in a specific case upon a determination that the indemnification of the director, officer, employee, servant or agent is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 13.01 or Section 13.02 of this Article XIII. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 13.01 or Section 13.02 of this Article XIII or in defense of any claim, issue or matter therein, then to the extent that the Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standards of conduct set forth in Section 13.01 or 13.02 of this Article XIII.

13.04. Payment in Advance. Expenses incurred in defending a civil or criminal suit or proceeding may, in the discretion of the Board of Directors, be paid by the Association, in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors as provided in Section 13.03 of this Article XIII upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article.

13.05. Insurance. The Board of Directors may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

13.06. Other Coverage. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under these Bylaws, by agreement, vote of the Members, vote of the disinterested directors, Colorado law or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE XIV

Corporate Seal

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

ARTICLE XV

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Colorado Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of this Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of **The Manor Ridge Association**, a Colorado nonprofit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of **The Manor Ridge Association**, as duly adopted at a meeting of the Board of Directors thereof held on the 17th day of November, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of **The Manor Ridge Association** this 20th day of March, 1985.

Assistant Secretary

**ARTICLES OF INCORPORATION
AND
BYLAWS OF THE
MANOR RIDGE ASSOCIATION**