

**BY-LAWS OF GLACIER VIEW MEADOWS WATER & SEWER ASSOCIATION**  
**(Written, J.C. 6/21/01, Revised 6/29/02, amended 6/20/15)**

**ARTICLE 1 - Name**

1.1 The name of the Colorado nonprofit Corporation is GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION (The Association).

**ARTICLE 2 - Definitions**

2.1 Definitions in general: Certain terms and words used in these By-laws that require clarification are herein defined. Words used in the present tense include the future, words used as singular include the plural, words used in plural include the singular. The words must, shall, will are mandatory. The words should, may, can, might and similar qualifying words are permissive. Other words, such as required, always, never, prohibited and other common usage words have normal "dictionary" meanings. Specific definitions are given in **Appendix A** and each time these are encountered in the By-laws they are identified by bold, italic print.

**ARTICLE 3 - Purposes**

3.1 The purposes of this Association are to promote the general welfare of its *members*; to construct, own (if appropriate), and operate buildings, office space, equipment, facilities and such incidental assets as are appropriate in the conduct of activities for the benefit and enjoyment of its *members*; to maintain the equipment, facilities and assets of the Association; and to administer the Water Court Augmentation Decree.

**ARTICLE 4 – Management**

4.1 The Association will be managed by a five (5) member Board of Directors (The Board) who will be elected by the *Members*. All Directors must be *members in good standing* of the Association. The term of office for a Director shall be two (2) years. Directors may serve more than one (1) term.

**ARTICLE 5 - Board of Directors**

5.1 **Powers and Duties of the Board** - Consistent with the Articles of Incorporation; the Master and Supplemental Declarations of Glacier View Meadows Water and Sewer Association; the Water Augmentation Decree; the Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Act (CCIOA), as applicable to a non-electing Associations; these By-laws; all published *Policies* and *Procedures* and other Association *Rules* and *Regulations*; and the general welfare of the *members*, the Board shall have the following powers and duties:

1. **Powers**: The Board shall have the power to:
  - A. Propose By-law amendments (per Article 9) and adopt and amend *rules and regulations*;
  - B. Adopt and amend budgets for revenues, expenditures, and reserves, and establish and collect annual and *special assessments* for common expenses from *membership units*;
  - C. Hire and terminate managing agents and other employees, *agents*, and independent contractors;

- D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more *membership units* on matters affecting the welfare of Glacier View Meadows;
- E. Make contracts and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement, and modification of *Common Areas*, equipment, and facilities;
- G. Impose and receive any payments, *fees*, or charges for the use, rental, or operation of the *Common Areas*, equipment and facilities;
- H. Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable *finer* for violations of the Master and Supplemental Declarations, Articles of Incorporation, Bylaws, *Rules and Regulations* of the Association, and *Policies and Procedures*;
- I. Provide for the indemnification of its Officers and Board and maintain directors' and officers' liability insurance;
- J. Suspend the voting rights and right to use of the facilities of a *Member* during any period in which such *Member* shall be in default in the payment of any assessment levied by the Association;
- K. Exercise any other powers conferred by the Declarations, the Colorado Nonprofit Corporation Act and CCIOA;
- L. Exercise any other powers necessary and proper for the governance and operation of the Association.

**2. Duties:** It shall be the duty of the Board to:

- A. Administer and enforce the provisions of the Water Augmentation Decree;
- B. Establish, publish and administer *policies*, regarding the development and maintenance of the Association facilities and functions;
- C. Establish, publish and administer *Rules* and *Regulations* governing the use of its facilities, equipment, and functions;
- D. Establish, publish, and administer appropriate *penalties* for violations of the Water Augmentation Decree, these By-laws, the Master and Supplemental Declarations, and published *Rules* and *Regulations*.
- E. Administer the business of the Association, its office, employees, and *agents*;
- F. Hire, appoint and remove such non-elected officers, managers, clerks, *agents*, or employees as deemed necessary, and to fix their duties and compensation and ensure that their duties are properly performed.
- G. Create or dissolve committees as deemed necessary, define the committee duties, and appoint the committee chairperson; *Standing committees* that are mandated by the By-laws must include a Board member acting on an *ex-officio* basis. Each Standing Committee's *ex-officio* member will be responsible to the Board to obtain chairperson confirmation and to represent committee operating needs. (See 5.4.A.4 for appointment of committee chairs).
- H. Fill any vacancy in the Board of Directors pursuant to 5.6;
- I. Remove any Director who has ceased being a *member in good standing*. A Director is deemed to have resigned his or her position when a valid notice of resignation has been received by the Association or, subject to confirmation by an affirmative vote of the

Board, if he or she has failed to meet the qualifications of Board members as defined in the By-laws;

- J. Ensure the preparation of an Association budget and propose the *dues* and *fees* to be assessed to each *membership category* at least 60 days prior to the Annual meeting. Reference 7.1, 7.3 and 10.1.B;
- K. Furnish to the *Owner* of a lot/property or such *Owner's* designee or to a holder of a security interest upon written request, delivered personally or by certified mail, first class postage prepaid, return receipt to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such *Owner's Lot/property*. The statement shall be furnished within fourteen (14) calendar days after receipt of the request.
- L. Authorize *special assessments* when the financial status, the facilities, equipment or projects of the Association so require;
- M. Designate the bank or banks in which Association funds will be deposited, and administer the allocation and distribution of these funds;
- N. Cause annual financial statements to be prepared by a CPA or Accountant in accordance with generally accepted accounting standards, such statements to include an income statement and a balance sheet. These statements will be published and sent to the *members* by US mail, at least 30 days prior to the annual meeting.
- O. Ensure that an Agreed Upon Procedures Review is conducted periodically, but not less frequently than once every four (4) years, by a qualified independent accountant, with the results reported to the membership; Ensure that a documented action plan is established within 30 days of the review report to address non-compliances discovered and defined in the report. Ensure that a summary of the review, action plan, and required follow-up verification reviews are presented at the Annual Association Meeting;
- P. Ensure that the following processes are defined, documented, and that appropriate records are maintained:
  - 1. A process to ensure adequate funding and means for collection.
  - 2. A process to provide continuous safety inspections with immediate follow-up maintenance to correct unsafe conditions.
  - 3. A process for the receipt and processing of complaints.
  - 4. A process to ensure the regular maintenance where required for water and septic equipment, community wells, *common areas* and other mutually owned facilities;
- Q. Meet publicly on a regular basis and encourage *member* participation at these meetings by inclusion of a public input agenda item;
- R. Appoint Staff Assistants if required, e.g. Asst. Treasurer, Asst. Secretary, and designate their duties and responsibilities;
- S. Cause to be kept records of all its acts and corporate affairs as required by Colorado Statutes and Association *rules*;
- T. Procure and maintain appropriate liability and hazard insurance on property owned by the Association;
- U. Cause officers or employees having fiscal responsibilities to be bonded, at the Boards discretion;
- V. Cause the *common areas* and facilities to be maintained, repaired, and replaced;
- W. Perform all other duties imposed upon it by the Colorado Nonprofit Corporation Act, CCIOA, the Articles of Incorporation, the Declarations and the Covenants.

**5.2 Qualifications:** Eligibility to become a member of the Board of Directors requires the person to be a current ***member in good standing*** of the Association. Continued eligibility for persons on the Board is determined by:

- A. Current ***member in good standing*** in the Association.
- B. Attendance at:
  - a.) No less than 50% of the ***scheduled board meetings*** in any 6-month period.
  - b.) No less than 1 ***scheduled board meetings*** in any 3-month period.
- C. Board approval of 2 or more consecutive absences at ***scheduled board meetings***.
- D. The previous attendance provisions may be waived by the Board for special circumstances, but only if the absent Director remains current on the affairs and activities of the Board.

**5.3 Nominations of candidates:** For any annual or special election, the Nominating Committee will be responsible for gathering a list of qualified nominees. Nominees may be nominated from the floor at any Board or Association Annual Meeting or Special Meeting called for elections before the vote is taken, but any such nominee must be certified as a ***member in good standing*** before being recorded as an official candidate. Any votes for an unqualified candidate shall be disallowed.

**5.4 Officers:** The Board will install newly elected Directors and elect officers from among themselves at the first Board meeting following the election. The officers shall be:

**A. President:** The president shall be the administrative officer for the Association and is a ***consultant (advisor)*** for all committees, able to attend and advise without voting privilege. The President should not be a new, inexperienced member of the Board. The duties of the President shall include:

1. Preside as Chair at all Board meetings.
2. Monitor the activities of the Board.
3. Monitor the progress of Association projects and functions.
4. Appoint the chairpersons of all committees.
5. Serve as ***ex-officio*** member of a Standing Committee.
6. Complete bank authorization to sign checks drawn on all operating accounts and special fund accounts.
7. In absence of or unavailability of Treasurer, schedule check signing duties for operating account with Association Accountant.

**B. Vice President:** The Vice President shall, when necessary, fulfill the duties of the President, serve as an ***ex-officio*** member of specified committees as appointed by the Board, and assist the President as may be requested. The duties of the vice President shall include:

1. Monitor the business and financial activities of the Association.
2. Monitor the Boards compliance with the By-laws, official ***policies*** and ***rules***.
3. Monitor the progress of committee projects and functions.
4. Serve as an ***ex-officio*** member of a Standing Committee.

**C. Treasurer:** The Treasurer will administer the financial activity and accountability of the Association; and prepare financial status reports for Board meetings; administer the

budgeting process; and oversee the notice of collection of all assessments. The duties of the Treasurer shall include:

1. Assure the performance of the Association accountant and bookkeeper.
2. Assure the control and validity of disbursements.
3. Assure the deposit of funds into appropriate accounts.
4. Ensure the timely preparation of annual financial reports for the Association.
5. Advise the Board on issues relating to fluidity and status of Association funds.
6. Serve as an *ex-officio* member of the Budget Committee.
7. Select an Assistant Treasurer and oversee this person's activities, if such selection is desired and feasible.
8. Complete bank authorization to sign checks drawn on all operating accounts and special fund accounts.
9. Schedule check signing duties for operating account with the Association Accountant.

**D. Secretary:** The Secretary will administer the preparation and maintenance of all official documentation and records; ensure *member* access to non-privileged documentation; and administer the release of Association information to any external entity. The duties of the Secretary shall include:

1. Ensure the preparation, availability and accuracy of the minutes of Board or Association meetings.
2. Ensure the timely posting of appropriate business notices.
3. Ensure the proper filing and archival of critical records.
4. Advise the Board of documentation requirements for proposed activities or projects and ensure that existing documents are controlled, reviewed and updated to comply with current practices.
5. Select an Assistant Secretary and oversee this person's activities, if such selection is desired and feasible.

### **5.5 Recall or removal of Directors:**

1. Any director will be automatically removed from the Board if and when they fail to maintain the qualifications for their position (Refer to 5.1.2 I and 5.2), upon the affirmative majority vote of the Board.
2. Recall - A recommendation for recall of a director can be made by the Board or by a *petition* of thirty- (30) *membership units*. An election for recall will be conducted at a Special Meeting of the Association called for that purpose or at the Annual Meeting. Removal of any Board member requires a two-thirds (2/3) majority vote of the *members* voting, providing a quorum is present. The election or appointment of a replacement, if needed, may occur following or in conjunction with the recall election.

**5.6 Board vacancies:** In the event of a vacancy on the Board other than as created by a director's recall, the remaining directors shall, at their discretion:

1. Appoint a qualified replacement to fill the un-expired term.
2. Call a Special Association Meeting to elect a replacement.

3. Appoint a qualified replacement to serve until the next Annual Meeting.
  4. Select an experienced past board member to serve the vacancy on an interim basis until a replacement is named.
- In no case will the term of the vacant position be extended and in no case shall the vacancy exceed 40 days.

#### **5.7 Indemnification of Directors, Officers, Employees and Agents:**

1. Each person who acts as a director, officer or employee of the Association or any *agent* of the Association given such privileges by the Board of Directors, shall be indemnified by the Association against any expense actually or necessarily incurred by them in connection with the defense of any action, suit or proceeding to which they are party by reason of their being or having been a director, officer, employee or agent of the Association, except any sum paid for the gross negligence or willful misconduct in the performance of duties.
2. The right of indemnification provided herein shall apply to each director and officer or other persons, who are referred to in 5.7.1, whether or not they are such directors, officers or employees at the time such costs or expenses are imposed or incurred, and in event of their death shall extend to their representatives.

### **ARTICLE 6 - Membership; Voting Rights; Use of Association Facilities:**

#### **6.1 Members:**

Each *owner* of a *lot*/property located within the jurisdiction of the Water Augmentation Decree, which is *ratified* into the Association is a *member of the Association*. Each *ratified lot*/property shall represent one (1) *membership unit* with all rights and responsibilities obtaining thereto. Assignment of any of these rights or responsibilities must be written and filed with the Association, but no assignment will relieve the *owner* of the final responsibility for the *dues, fees*, and other *assessments* pertaining to their *membership unit*. The Board may suspend, for a just and reasonable cause, which is deemed to be detrimental to the Association facilities or its *members*, any or all of the rights and privileges associated with this membership. *Owners* of a *lot*/property that is not *ratified* may apply for regular membership or *limited membership* under the terms and conditions established by the Board. (See Attachment 1, which is attached to each copy of the bylaws, for reference purposes only)

#### **6.2 Voting rights:** Each *membership unit* shall obtain one (1) vote in any Association election pursuant to these provisions:

1. All *dues* and other *assessments* for the *membership unit* are paid current, or provisions accepted by the Association have been made for their payment.
2. Upon verification of identification, a ballot will be issued to the first *member* of a *membership unit* applying for said ballot, unless specified differently in a written designation from the majority of the *owners* of such unit, filed with the Association beforehand. If there is any question as to which *member(s)* is eligible to vote for the *membership unit* in question then the only acceptable ballot will be one issued to an *owner*. The nominating committee has the final say on voter eligibility and resolution of voter issues or disagreements at an election.

3. **Proxies** are permitted. The **proxy** will be valid for only the meeting, election or vote specifically designated, and may be rescinded by the issuer of the **proxy** before the vote is cast.
4. Voting by Written Ballot in place of a meeting is allowed, if the nature of the issue is amenable (ref. 8.1.3).
5. Cumulative voting is not allowed.

**6.3 Disputes and Appeals:** All controversies and disputes with respect to determinations, decisions, actions of the Association, through its Board or committees at any meeting must be resolved according to the procedures described in the Glacier View Meadows Water and Sewer Association Master Declaration, Article 5.3, to the extent said Article applies. All other matters, or to the extent that the parties unanimously agree not to arbitrate, shall be resolved as follows:

**1. Normal Issue Resolution:** Many controversies arise from a misunderstanding of actions, **procedures, policies, rules and regulations**, By-laws, etc. The first step must be to make a concerted effort to resolve issues through the Association Office Staff and the Association Manager.

**2. Appeal:** If a **member(s)** cannot resolve a controversy through the normal process of interaction with the Association Manager or through non-binding **mediation** if all parties agree, or if the Board, an Association Committee, or a representative of the Association makes a decision with which they disagree (including a notification of assessment of a **fine** or **penalty** after an opportunity to be heard), then the **member(s)** may **appeal** the action or decision.

**a.) Appeal Process:** Unless a **notice of appeal** is given according to these defined procedures, any decision or action taken is binding and conclusive on the Association, each **member**, their guests, their heirs and **agents**. The **appeal** must be addressed to the Board in writing (**notice of appeal**) and must state the detailed nature of the issue, the decision appealed from, and the basis for the **appeal**. It must be received at the Association Office within 30 days of the decision, action or notification appealed from. No **appeal** will be allowed beyond the 30 days unless extenuating circumstances can be shown. The Board's decision on the **appeal** must be conveyed in writing to the **member(s)** in question. Only one **appeal** is allowed on a given issue.

**b.) Hearing:** If a hearing is requested, the Board or a hearing panel appointed by the Board must address the **appeal** at a Board meeting or separate hearing within 35 days of its receipt, and provide the **member(s)** appealing with at least 7 days advance notice of the scheduled hearing date, time and location. If the person appealing cannot attend, and so notifies the Board prior to the hearing, then the hearing can be rescheduled at the earliest convenience of all parties involved. If the Board determines that the **appeal** involves a personal issue, impacting only the **members** appealing, e.g. a **fine** or penalty, then they may elect to schedule a hearing, which is restricted to the Board and those directly involved in the **appeal**, their **agents**, and their witnesses. This does not preclude a recording secretary being present. If it impacts members other than those requesting the appeal then the Board must hold an open hearing. The Board will render a decision,

at the conclusion of the meeting or within 30 days of the hearing. The Board's decision stemming from the hearing is binding and conclusive.

**6.4 Use of Association facilities:** All *members* shall have equal and nondiscriminatory use of, and access to all Association functions and facilities subject to these requirements:

1. Privileges have not been suspended for cause.
2. The function or facility has been made available to *members*, as stated in a vote of the Board of Directors or in the *rules* and *regulations* of the Association.
3. The function or facility is used in a manner conforming to all *rules* and *policies* of the Association.

**6.5 Guests:** Guests of *members* or the Association will be afforded the same rights and privileges, except voting, and will be subject to the same *rules* and *regulations*, as *members*. Guest *fees* may be assessed if provided for in Association *policy*. Any *member in good standing*, or the Association, may grant guest status pursuant to:

1. Guests must be accompanied by, or have written authorization from, the host.
2. The names of household members, family, and others may be registered with the Association for permanent authorization. Qualifications for permanent authorization should be established by Association *policy*.
3. *Agents* of the Association, and non-permanent guests, will require specification of the period for which guest status is valid, unless the host is available for confirmation.
4. A legitimate *agent* of any *member* will be granted access to the host's property.
5. Hosts will be held liable for the actions of their guests.
6. If justified, any Board member or the Association manager may suspend this privilege and request guests to vacate Association property. This action, if taken, will require a review by the Board at the earliest possible time thereafter.

**6.6 Obligations of members:**

1. All *members* shall be required to: abide by these By-laws, all *rules* and *regulations* and Association *policies*; pay *dues* and other *assessments* levied upon each *membership unit* in a timely, reasonable manner.
2. Each *member* must maintain his or her septic and water systems in good order. If there is reason to believe that any problem exists with said systems, through complaint or observation, Association staff or other *agent(s)* will be allowed access to inspect said system(s). Unless of a critical nature, the staff or *agent(s)* will arrange the time of inspection beforehand. Association staff may inspect the *member's* water meter at any time.
3. A lapse of membership shall not release any person or entity from liabilities they incurred while a *member*.
4. Every *member* is encouraged to participate in activities, committees, boards, etc, to improve the Association as a whole.

## ARTICLE 7 – Dues, Fees, Penalties and other Assessments

**7.1 Annual Assessments (Dues):** *Dues* sufficient to ensure adequate operation and required maintenance of the Association and its programs, facilities and equipment for the next fiscal year shall be established by the Board at least 60 days prior to the annual meeting. At least 30 days before the Annual Meeting, a proposed *budget* will be presented to the Association *members* for discussion and comments. The actual *dues* will be determined



by a pro-ration of the final **approved budget**, among each of the **membership categories**, as defined by Association policy and pursuant to:

1. **Dues** shall be assessed to each **membership unit** on the basis of a pro-rata share of the budget for the membership class, which is assigned to that property.
2. **Dues** shall be used for the general welfare of the Association and shall not be for the express benefit of a single **member**, individual or group unless specifically defined by a **membership category**.
3. **Dues** shall be due and payable on the first day of the fiscal year, and will become delinquent one (1) month later unless suitable provisions are made as to payment, in which case the account will become delinquent upon default of those provisions. No **dues** or **assessments** will be refunded due to suspension of services, facilities, and programs or due to sale/transfer of property.
4. Delinquent accounts will be assessed a late fee of \$15 each month.
5. Any unpaid dues or other assessments and any attorney's fees and costs incurred in their collection shall constitute a lien, in favor of the Association. Ref. C.R.S. 38-33.3, Sections 302 and 316.
6. Any further delinquency will be presented to the Board for disposition. The Board may take any lawful means deemed necessary to recover said account(s). The Board may also suspend any or all privileges of the **member(s)** involved.

#### 7.2 Fees and Penalties:

1. **Fees** are assessed for specific services provided, e.g. water or pumper truck service. Payment terms are specified with the billing or invoice or are specified in **policies** or **procedures**.
2. **Penalties** or **finer** may be imposed on a **member** for violations of By-laws, covenants, **rules** and **regulations**, etc. (also refer to the **Uniform schedule of penalties**). A written notice of the violation(s) and proposed **penalties** or **finer** will be provided to the **member(s)**. If the violation is not resolved per the notice and per a hearing, ref. 8.2.4, then a **penalty** and/or **finer(s)** will be assessed, which will also specify the payment terms. **Penalties** and **finer** can be appealed (Reference 8.2.4).
3. Any payment delinquency will be handled in the same manner as a **dues** delinquency.

#### 7.3 Special Assessments:

1. When the normal business of the Association cannot be funded, or some other compelling justification exists, the Board may enact **special assessments** against all or any **membership categories**.
2. New facilities may be implemented in accordance with the Master Declaration. The amount stated in the declaration will be adjusted for inflation in accordance with normal business practices.

### ARTICLE 8 - Meetings

#### 8.1 Association Meetings:

The **Annual Meeting** and any **Special Meeting of the Association** shall require due notice from the Board to the **members** stating the purpose(s)/agenda, the date, time and location of such meeting. This notice shall be given no less than thirty- (30) days prior to the meeting and shall be sent by first class mail to the address of each **membership unit** as it appears in the records of the Association. The members on the podium, representing this Association, will be the chairperson, the Board President, the Board Treasurer, and the Board Secretary.

The chairperson will conduct the meeting in accordance with the established procedure. In order to conduct separate Association business at these meetings, the Association's Board must convene and meet in open session for its transaction. Goldberg's Rules of Order shall govern the conduct of all Association meetings.

1. **Annual Meeting:** An Annual Meeting will be held at Glacier View in June or July of each year. The chairperson shall be the President of either the Road & Recreation or the Water & Sewer Associations (alternating on successive years). For issues requiring voting, *proxy* voting will be allowed for each *membership unit*. Fifty- (50) *membership units*, present in person or by *proxy* shall constitute a quorum. Agenda items may be submitted by *petition* of ten- (10) *membership units*. Such petitions must be submitted no less than Sixty- (60) days prior to the meeting, and must be appropriate to *membership* action or approval. This meeting is for:
  - a. The election of Directors for the Board.
  - b. Discussion of the proposed *budget*.
  - c. Discussion of the projected year-end financial status.
  - d. Summary of the year's activities, and special topics required by these By-laws.
  - e. Open discussion of the next year's objectives.
  - f. Such other business as proposed by the Board or the *members* and included in the agenda.
  
2. **Special Meetings:** The Board, or thirty- (30) *membership units* by written and signed *petition*, may require a Special Meeting of the Association to be called. This meeting shall be for the express purpose(s) stated in the notice of the meeting, and *proxies* shall be allowed. Special Meetings of the Association shall be held, within the State of Colorado, preferably in Larimer County, no later than 90 days after the Association Secretary has certified a valid request. The Association Secretary must certify or reject for cause, said request, within five (5) business days of receipt. Fifty- (50) *membership units* present or by *proxy* shall constitute a quorum. The chairperson shall be appointed by the Board (s).
  
3. **Action by Written Ballot:** Any action that may be taken at any annual, regular or special meeting of the *Members* may be taken without a meeting if the Association delivers a written ballot to every *Member* entitled to vote on the matter at issue, provided the requirements of C.R.S. 7-127-109 are met. Fifty- (50) *membership units* voting shall constitute a quorum.

## 8.2 Board Meetings:

Three (3) directors constitute a quorum for any Board meeting. The Board will hold regular meetings periodically, preferably monthly but no less than once per quarter, to conduct the normal business of the Association. Any Director may call a special board meeting if urgent, unanticipated action is required. Hearings for complaints, grievances or *appeals* can be called. Goldberg's Rules of Order shall govern the conduct of all Board meetings. Voting will be on the basis of a majority of the Directors present and voting.

1. **Regular Meetings:** Regular meetings will be held periodically and as prudent stewardship dictates. Notice of these meetings will be posted on Association

bulletin boards, posted in the *Association web site*, published in the Glacier View newsletter, or otherwise brought to the attention of the *members*. All meetings will be held in a place, which is accessible to *members*. The Board may deliberate in private for any portion of a meeting dealing with personnel, legal or other privileged information. Meetings may be held jointly with the *Glacier View Road and Recreation Association*. The first regular meeting following the Annual Meeting must be held within thirty- (30) days thereafter. This does not include the meeting to elect officers and install new Directors, normally held immediately following the Annual Meeting.

2. **Special Board Meetings:** Special Board meetings will deal only with those matters necessary to resolve the cause for the meeting. Any decisions or actions taken at a special Board meeting will be conveyed to the *members* at the next regular meeting unless of a privileged nature. Special meetings may be conducted by telephone if agreed to by the majority of Directors. Every effort will be made to publicize a special meeting, and to encourage member attendance.
3. **Executive Sessions:** Meetings may be held in executive or closed-door session in accordance with C.R.S. 38-33.3-308(3). These sessions may be held only for the purpose of dealing with privileged or confidential business, which is enumerated and defined in C.R.S. 38-33.3-308(4) or for the discussion of bidding for Association projects or services. These meetings may be held at any place conducive to the business at hand and will be closed to all but the Board and persons requested by the Board. Notice that such meeting occurred and the general, non-privileged, subject matter will be presented to the *members* and recorded. Formal minutes of the executive sessions themselves will not be recorded.
4. **Hearings:** *Appeals* to the Board will be heard at a hearing. Refer to 6.3.2.b.

## ARTICLE 9 – By-Laws Amendment, Modification, Interpretation

**9.1 Amendments or changes: Provisions** of these By-laws may be amended only if all of the following are complied with:

1. A proposal is made to the Board by the Rules Committee, a Director or a petition signed by 30 *membership units*.
2. The proposal is reviewed by the Rules Committee and the Board for their respective comments and suggestions.
3. The final proposal is made available to the membership along with the recommendations of the Board and the Rules Committee at least thirty- (30) days prior to a vote to adopt the proposal.
4. The vote to adopt a proposal is held at an Annual Meeting or a Special Meeting called for that purpose and *proxies* are allowed, or by a Written Ballot of the Association (refer to Articles 8.1.1, .2, .3).
5. The proposal receives a two-thirds (2/3) majority vote of the *membership units* present at the specified meeting (including *proxies*), or represented by the Written Ballot. Quorum requirements must be met.

**9.2 Interpretation:** Any question as to the meaning or proper interpretation of any provisions of these By-laws shall be determined by the Board after consultation with the Rules Committee.

**9.3 Emergency changes:** In case of emergency, these By-laws may be amended on an interim basis by an affirmative vote of four (4) Directors. Any amendment so implemented shall be in effect until the process for a formal change can be fulfilled. The formal amendment process must be initiated within fifteen (15) days of the interim action.

## ARTICLE 10 – Committees

**10.1 Standing Committees:** The Board must create, confirm, and staff *Standing Committees* in a timely fashion to meet the needs of the Association and to carry out their responsibilities as defined by these By-laws or other *Policies* of the Association (refer to Article 5.1.2, G). The specific duties and activities of *Standing Committees* may vary greatly over time, so the principle source of administrative guidelines, powers, limitations, and duties will be a matter of Association *policy* and *procedure*, unless defined or required by these By-laws. In general, a *Standing Committee* will be composed of *members* of the Association and will serve an advisory and/or action function for the Board. For each *Standing Committee*, the Board must: appoint/confirm a chairperson (refer to Article 5.1.2, G); define the specific function of each committee; its authority and powers; the means of financing its activities; and will monitor its operations. Each committee will prepare or *ratify* its own internal policies and procedures, which define its method of implementing its function, and submit them to the Board for approval. Each *Standing Committee* must report their ongoing status at regular Board meetings. The *Standing Committees* are as follows:

**A. Rules Committee:** The Rules Committee has the following responsibilities:

1. To administer, evaluate, ensure consistency and availability of the Association By-laws, *Rules* and *Regulations*, and the *Uniform Schedule of Penalties, Policies* and *Procedures*.
- 2.2.3. To act as a consultant to the Board for interpretation of By-laws, rules and related issues.
- 4.

**B. Budget Committee:** The Budget Committee has the following responsibilities:

1. Develop an annual consolidated *budget* proposal for submittal to the Board for its approval no less than three (3) months prior to the Annual Meeting. The *budget* should include all anticipated revenues and expenses, including an estimate of unreserved (roll-over) funds remaining at the end of the fiscal year.
2. The Budget Committee shall identify the essential (required) services to operate the Association for each of the Management and Operations business units. They shall also identify the normal improvements and reasonable enhancements to benefit the majority of the appropriate *membership units*. With this information the Budget Committee shall prepare a budget.

The *Budget* will provide necessary funding for normal services including any recommended improvements and enhancements, and reserves for same. The *Budget* will represent the threshold (minimum) dues level and provide for a dues

increase for the fiscal year in question. The *Budget* must be updated annually and presented to the membership at the Annual Meeting.

If the dues are insufficient to meet the budgeted expenses the shortfall between the revenues; generated dues, fees, and assessments; and expenses in the approved *Budget* must be met by a *Special Assessment* (Refer to Article 7.3). This *Special Assessment* will apply only for the fiscal year in question.

The Budget Committee shall review the adequacy of the Capital Reserve Report prepared and maintained by the Manager and, as part of the budgeting process, recommend the annual contributions to the Capital Reserve Fund

**C. Nominating Committee:** The Nominating Committee has the responsibility for solicitation and screening of qualified candidates for elective Director positions that are open within the Association. It must prepare a list of nominees for these positions; ensure that nominees understand the duties and responsibilities of Directors; obtain relevant background material; prepare the ballot; administer the election process within the bounds established by the Board and these By-laws; and tally the vote's cast.

**10.2 Special committees: *Special Committees*** are formed as needed for dedicated, specific functions. They will cease to exist when the Board dissolves them, or when their function is fulfilled. *Special Committees* will prepare a charter or set of objectives, policies, members, and proposed powers to submit to the Board for approval before taking any action. When approved/chartered, they will undertake the activity as defined in their charter.

## ARTICLE 11 – Miscellaneous Provisions

**11.1 Other Entities within GVM:** Cooperation and joint agreements with the *Glacier View Road and Recreation Association (R&R)*, The Glacier View Fire Protection District, and other entities, which may exist or have jurisdiction within the GVM area are supported and recommended. Every effort will be made to cooperate with beneficial entities in order to maintain efficient, coordinated management of all functions and activities, but no provision herein will negate or modify the rights of this Association. Beneficial activities include:

- a. Any meeting may be held jointly, but separate quorums and voting will be maintained.
- b. Contract services, employees, and committees may be shared
- c. Equipment and facilities may be shared.
- d. Common financial costs may be shared, e.g. employees, equipment, facilities, etc., with R&R.
- e. Joint agreements as to access and use of property may be made.
- f. Such other joint activities or functions deemed legal may be implemented.

**11.2 Unofficial communications to members: *Members*** may direct the Association Office as to the means they wish to receive unofficial notification(s) from the Association. These means include: US Mail; email; fax; or such other means, which is within the

capability of the Associations and the *members'* equipment and facilities. If no designation exists, US mail will be required. The Association Office will maintain a master list of *members* with their preferred mailing address, their preferred method of notification, names of eligible voters, number of entitled votes, designated family unit members etc. *Members* are responsible to ensure that their listing is correct and current since this list will govern all notices.

**11.3 Association Services:** No Association services will be supplied to anyone not a *member* of the Association other than those services implied for guests of *members* (Reference Article 6.5).

**11.4** The fiscal year of the Association shall run from October 1 through September 30 unless changed by the Board of Directors.

## APPENDIX A - Definitions

1. Agent means a person, company representative, service provider who has the assigned power to act for another.
2. Agreed Upon Procedures Review means a review of the Association by an independent person(s) which assesses the activities and accomplishments of its Board, officers, management, staff, committees, etc. relative to a standard (Bylaws, Master Declaration, Articles of Incorporation, *Policies* and *Procedures*) and determines the state of conformance. The audit, which typically will use sample observations, will result in a report which details non-conformities and summarizes the auditors overall assessment.
3. Appeal (*notice of appeal*) means a written request made to the responsible person or body to reconsider a decision, *penalty*, *fine*, determination, ruling, etc. which clearly states the specific nature of the issue(s), the desired outcome and the basis for the stated position.
4. Approved budget means a *budget* for the stated (usually next) fiscal year, which has been approved by the Board.
5. Assessment means all annual, special and/or other assessments levied by the Association for the purposes set forth herein or set forth in Section 38-33.3-302(1)(k) C.R.S. of the Colorado Common Interest Ownership Act (CCIOA), including but not limited to payment for common expenses, capital improvements and reserves.
6. Association web site means the official Internet Web Site for the Association containing approved documents, forms, and other useful information for *members* in easily accessible, electronic form. Refer to the Association Office or Glacier Viewpoint newsletter for the current address (URL) of the site.
7. Budget means a financial statement listing the probable income and expenses, by category or account, for the future time period specified. A *budget* represents the “best estimate” of the person(s) preparing it and does not infer that actual expenses and income will match in each budgeted category.
8. Common Areas means any real estate and improvements thereon owned or leased by the Association, including but not limited to common open spaces, trails, easements, parking areas, greenbelts, buildings and facilities.
9. Consultant (advisor) means a person qualified to render professional advice.
10. Dues mean an Annual Assessment, which is the indebtedness of a *membership unit* (within a *membership category*) payable to the Association on a pro-rata basis, for the defined operation of the Association, for the fiscal year in question, exclusive of other *fees* or *assessments*.
11. Ex-officio means one who is a member of a committee or group by virtue of the position or office that they hold with all rights, responsibilities and duties of other members of the committee including the right to vote.
12. Fee means a specified monetary charge for a specified service for the time period indicated on the invoice.
13. Fines means any monetary penalty imposed by the Board against an *Owner* because of a violation of these By-laws, the Articles of Incorporation, the Declarations or the *Rules* and *Regulations*, by such *Owner*, a member of the *Owners* family unit or a tenant or guest of the *Owner*.
14. Glacier View Road and Recreation Association means the Colorado Corporation incorporated on 3/18/75, which manages the Road and Recreation functions of the GVM Subdivision, as defined in their Articles of Incorporation.

15. Limited Membership means a membership status conferred on a property ownership for property, which is subject to the Water Augmentation Decree. This membership receives defined benefits and privileges from the Association, which may be restricted relative to Association *members*, for the payment of defined *dues, fees* and *assessments*.
16. Lot means a parcel of land within the Glacier View Meadows Subdivision identified numerically by filing and “*lot*” number on the Larimer County plat maps for the Subdivision (or in the case of conjoined “*lots*”, two or more “*lots*” that have been combined into a single *lot*).
17. Mediation means a process whereby two or more parties with differing viewpoints are facilitated in resolving a conflict by the use of an independent *mediator* who does not have a stake in the outcome. The conclusion and recommendations of the *mediator*, after due consideration of all facts presented by the dissenting parties, becomes a proposed, objective solution for a dispute. Although the solution is not binding, it should add credence to one side’s position and clearly highlight an anomalous position. Any costs of mediation shall be borne equally by each side. *Mediation* is recommended before any *member* initiates litigation against the Association, its Directors, Officers, employees or *agents*.
18. Mediator means a disinterested, independent person, acceptable to two or more dissenting parties, who is chosen to listen to the different viewpoints and provide a “third party” viewpoint to facilitate and influence agreement.
19. Member means the *owner* of any *lot*/property, which is ratified into the Association, and any member of the *owner’s* designated family unit. In the case of associations, corporations, partnerships and other business entities only the deeded *owners* will be voting *members*. (For more detailed info - see attachment 1).
20. Membership Category means that several classes of membership benefit status have been defined, and each class may have different services or benefits, different *dues* and/or *fees*, etc. These classes include:  
 Class A - *Members* that have improved the land (*lot/lots*) in the form of a structure, which has enhanced the value of the property.  
 Class B – *Members* owning a *lot* or *lots* wherein no improvement of value has occurred.  
 Each of the above shall be subdivided as follows:  
 0 - No service via piped delivery of water or disposal of waste (gray) water.  
 1 - Water service via pipeline from community water source(s).  
 2 - Waste service via pipeline into community septic facilities.  
 3 - Both water and waste service via pipeline.  
**Example:** An improved property with water and sewer service via pipeline would be class A3.
21. Member in good standing means any *member* whose *membership unit* is in conformance with all financial obligations to the Association (*dues, fees, assessments* and *penalties*).
22. Membership Unit means that each *lot* or tract constitutes a single *membership unit* (one *membership unit* per property), and all *members* representing a specified property comprise only one *membership unit* (similarly two properties represent two *membership units*, etc.).
23. Owner means the record owner (specified on the Deed), whether one or more persons or entities of a fee simple title to any *lot* or tract which is part of the Augmentation District, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
24. Penalty means a specified *fine* and/or restriction of rights imposed on *members* for violations of Association By-laws, Covenants, *Rules* and *Regulation, Policies* and *Procedures*, etc.



25. Petition means a documented and signed request that action be taken by the Association. This document must be single-sided and must have the following content on each page:
  - a. A statement of the exact purpose for the *petition*.
  - b. A legible printed name together with the signature of a *member* of the Association.
  - c. The filing and *lot* number represented for each name and signature.

**Note:** There can be only a single signature per *membership unit* and there can be no duplicate signatures on the *petition*. It is further recommended that the pages be numbered, e.g. page 1 of 3.
26. Policies mean the documented and controlled statements of belief, philosophy, practices, which have been approved and adopted by the Association.
27. Procedures mean the documented instructions for carrying out a specific task or activity. Each *procedure* must be signed by the author, with printed name, and dated. Each revision should be noted, signed and dated.
28. Proxy means a signed and notarized statement authorizing a person to cast the vote of the person signing it. It also can refer to the person who is so empowered.
29. Ratified means any *lot*/property which has recorded with the Larimer County Clerk and Recorder a document which accepts all the provisions of the Master Declaration and the Water Augmentation Decree, including the jurisdiction of, and membership in, the Glacier View Meadows Water and Sewer Association.
30. Regulations mean the language, which details the *rules* and their applications.
31. Rules means the documented and controlled instructions governing the conduct of *members* and their guests, the use of facilities and equipment, etc which have been approved by the Association.
32. Scheduled Board Meeting means:
  - a. Any regular meeting which is published or posted in any GVM information media, or announced to the general membership at any Board meeting.
  - b. Any Special Board meeting which is held by polling the Directors for a convenient time and place and is greater than 24 hours from the time of such poll. Failure or inability to contact a director shall automatically excuse that director.
33. Special assessment means a monetary charge to *members*, in excess of annual *dues* or *fees*, which is required to cover a specified expense.
34. Special Committee means a committee that is selected to carry out a particular task, and that ceases to exist once the task is completed. Also called an ad hoc committee.
35. Standing Committee means a committee that has a fixed term of office and that performs duties or work in its field, as prescribed by the By-laws or assigned to it by the Association, the Board, or Board officer.
36. Uniform schedule of penalties means a listing of specific violations of the By-laws, *policies*, *rules* and *regulations*, protective covenants and codes, together with the associated *penalties*.

**Change History:**

**6/29/2002 Amendments**

**The following changes were approved by member vote at the Annual Meeting, 6/29/02:**

Article 5.1.2.F, changed from 60th day to 90th day.

Article 5.1.2.P, changed from November 15 to December 15.

Article 10.1.B.1, changed from four (4) months to three (3) months.

The 6/29/2002 revision of the By-laws was commissioned by the Board of Directors in response to numerous requests from *members* of the Association. The purpose of amending the prior By-laws was to clarify, modernize, ensure consistency with other Association documents, ensure compatibility with Colorado Statutes, and reflect the collective experience gained by the Association over the past, nearly 30 years. The amendments incorporated in these By-laws were proposed and prepared by the By-laws Committee, composed of: Jim Chisholm (Chairman), Marilyn Buhrman, Eugene Carroll, Mary Chisholm, Jim Lasch, Mimi Pearson, Jim Slewitzke, and Keith Weeks and are hereby submitted on June 21, 2001.

2001 Board of Directors:     Justin Franz  
                                      Ralph Goble  
                                      Alinea Coy  
                                      Jerry Eubanks  
                                      Keith Weeks

**6/20/2015 Amendments**

At the February 2015 Joint Board meeting of the Road & Recreation and Water & Sewer Associations it was determined that a review of the By-Laws of your Associations was necessary and appropriate to ensure the clarity, accuracy and workability of the provisions of those documents. To that end a Rules Committee of 8 people was formed to review the By-Laws of the Road & Recreation and the Water & Sewer Associations to provide feedback to the Boards for their consideration. The Boards will then submit these proposed changes to the membership of the Associations for an official vote at the Annual Meeting on June 20, 2015.

The following briefly summarizes the significant areas addressed by that committee and their recommendations for change. The timing of this review coincides with the annual budget process to allow for inclusion of those recommended changes that might allow for savings in coming budget years for the benefit of all members.

The following changes were approved by member vote at the Annual Meeting, 6/20/15:

- **Adjust the requirements for an external review of the financial procedures and presentation of the Associations.** Instead of a financial audit, it is recommended that an Agreed Upon Procedure Review be performed by an independent CPA. These changes will not materially impact the content/quality of the review but will reduce the associated cost by nearly \$20,000 every 4 years while for providing for a timely follow-up on any non-compliance discovered and defined by the third party performing the review.
- **Eliminate the Management Audit currently provided for in the By-Laws** that is considered to be a duplicate effort of the review discussed above in many ways. This will save additional costs that are estimated to exceed \$10,000. It should be noted that this By-Law item has not been constantly performed as provided in the By-Laws based on cost and value issues.
- **Clarify the roles of Directors/Officers as it relates to “Standing Committees”** of the Association (examples being the Nominating, Budget and Architectural committees). These changes give specific responsibilities to Board members for representing standing committees.

The three items above highlight the major items covered in this review. There were numerous wording, grammar, and punctuation changes made as well which did not affect content.

2015 Board of Directors:      Jim Petrie  
   Ed Baron  
   Ron Ames  
   Ginny Blanz  
   David Birks

**ATTACHMENT 1:**

**Lots, Tracts, and Subdivisions within the Augmentation District:** (for reference only)

**NOTE:** This attachment may be modified as needed, but no provisions other than the definition(s) of W&S Association membership shall be addressed or included.

**PREFACE:** Due to the difference between the original plans of the developer and the current status of the properties included within the Water Decree Augmentation District, all **members** of the GVM W&S Association are not within the GVM subdivision boundaries. The original intent was that all property designated as GVM or as a "planning area" was to be part of the GVM development. Some of the properties in the initial filings (particularly the 1st filing) were sold prior to the recording of the decree and the supplemental declarations and are therefore exempt until they apply for a well permit or the property changes ownership. Any of these exempt properties may be ratified into the W&S Association under the terms and conditions then in effect and which have been approved by the Board of Directors. Upon a change of ownership within any property within the district (excepting the GVM 1st filing) said ratification is mandatory. Within the 1st filing, the ratification is at the option of the property **owner**.

Subdivisions:

1. Glacier View Meadows.
2. Green Mountain Meadows. (By Colorado Water Engineers requirements)
3. Deer Meadows.
4. North Rim.
5. Glacier View Commercial area.
6. Hidden Canyon.
7. Other areas originally designated "planning area's".

Details for GVM:

All **lots** in filings 3 thru 12 are **ratified**.

**Lots** 10,45, and 85 in filing 2 are **not ratified**.

The following **lots** in Filing 1 are **not ratified**:

002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 014, 015, 018, 020, 021, 022, 023, 024, 026, 027, 028, 029, 030, 031, 032, 033, 034, 036, 037, ~~040~~, 041, 042, 044, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 094, 095, 096, 097, 099, 100, 101,102,103

This attachment, when modified, must be certified below by any W&S Director or the Association Manager.

Signature \_\_\_\_\_