

**BYLAWS  
OF  
THE VILLAGE CLUB AT PHEASANT RIDGE  
(Amended and Restated)**

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**BYLAWS  
OF  
THE VILLAGE CLUB AT PHEASANT RIDGE  
(Amended and Restated)**

These Bylaws of the Village Club at Pheasant Ridge (formerly known as Village Tennis, Riding and Swim Club, Inc.) (the “Club”) were duly adopted and approved by the Members of the Club on \_\_\_\_\_, 2021 (the “Effective Date”). They replace in their entirety the Bylaws in effect prior to the Effective Date.

**ARTICLE I. NAME**

SECTION 1. *Name.* The name of the Club is the VILLAGE CLUB AT PHEASANT RIDGE. The Club is located on approximately 10 acres at 4601 E. Belleview Avenue, Cherry Hills Village, CO 80121, with a mailing address of 5994 S. Holly Street, PMB 148, Greenwood Village, CO 80111. Almost a half century ago, on April 16, 1974, the Club was incorporated for the purpose of acquiring the equestrian facility at No. 15 Pheasant Ridge Subdivision (now 4601 E. Belleview) to operate as a private club for the benefit of its Members.

**ARTICLE II. PURPOSE**

SECTION 1. *Nonprofit Purpose.* The Club is organized and governed for the purpose of maintaining an incorporated nonprofit social and recreational private club operated exclusively for the mutual recreational enjoyment of its Members. The Club qualifies for taxation under Section 501(c)7 of the Internal Revenue Code and is subject to the Colorado Revised Nonprofit Corporation Act at C.R.S. 7-121-101 and other relevant and applicable laws of the state of Colorado.

SECTION 2. *Purpose of these Bylaws.* These Bylaws are adopted to regulate and manage the affairs of the Club.

SECTION 3. *Activities.* The Club is focused on and committed to maintaining an informal, friendly, cordial, civil, gracious, sharing, and caring environment for recreation in tennis and other racquet related sports, swimming and pool functions, equestrian boarding and associated activities, and such other activities as the Board of Directors (the “Board”) may from time to time deem appropriate and consistent with the Club’s well-being and financial stability and the safety of its Members.

**ARTICLE III. GOVERNANCE**

SECTION 1. *Role of the Board.* The determination of policy for and the control of the Club, its affairs, property, employees, facilities, and funds are entrusted exclusively to the Board. All the rights, powers, duties, and responsibilities relative to the management and control of the Club’s property and affairs are vested in the Board. These powers exist in the Directors as a group and not in individual Directors, except as delegated by the Board.

The Board is to act in accordance with the laws of the State of Colorado, the Club’s Articles of Incorporation, these Bylaws, and the Club’s published Rules, Code of Conduct, and Membership Agreement, as they may be amended from time to time. The foregoing documents are collectively referred to as the “Governing Documents” and incorporated herein by reference. The Governing Documents are available in printed form from the Club General Manager and are posted and updated on the Club’s website ([www.villageclubco.org](http://www.villageclubco.org)). The Board has the sole right to interpret these Bylaws consistent with the Club’s purpose and governance as provided herein.

SECTION 2. *Governance and Members' Rights.* Members' rights to participate in the governance of the Club are limited to the rights expressly set forth in these Bylaws. All Memberships are deemed to be conditioned on acknowledgement and approval of the limitation set forth in this Section 2.

SECTION 3. *Standards of Conduct for Directors.*

(a) Directors have a duty to exercise reasonable care and prudence in the administration of the affairs of the Club and are responsible to disburse the funds and property received by the Club only for the purposes for which they were received.

(b) The Board and each individual Director will use their best efforts at all times to make decisions that are consistent with high principles and to protect the nonprofit status of the Club.

(c) Each Director will perform his/her duties as a Director in good faith, in a manner the Director reasonably believes to be in the Club's best interests, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

(d) Without limitation but by way of example only, in the performance of their duties, Directors are entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(i) one or more Directors or employees of the Club whom the Director reasonably believes to be reliable and competent in the matters presented;

(ii) legal counsel, professional property manager, public accountant, or other persons as to matters which the Director reasonably believes to be within such person's professional or expert competence;

(iii) or a committee of the Club on which the Director does not serve if the Director reasonably believes the committee merits confidence.

(e) A Director is not considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

(f) A Director is not liable to the Club or its Members for any action the Director takes or omits to take as a Director if, in connection with the action or omission, the Director performs his/her duties in compliance with this section.

(g) A Director, regardless of title, is not deemed to be a trustee with respect to the Club or with respect to any property held or administered by the Club.

(h) The Board has the power and authority to adopt additional reasonable standards or rules of conduct for Directors which do not conflict with this section.

#### **ARTICLE IV. NON-DISCRIMINATION**

SECTION 1. *Non-discrimination Policy.* The Club is committed to a policy of non-discrimination. In its governance, policies, or operations, it is not to discriminate based on race, disability, sex, color, religion, sexual orientation, geography, or age. The Club exercises this policy both in membership and employment practices.

## ARTICLE V. MEMBERS AND MEMBERSHIPS

SECTION 1. *Member Defined.* A Member is anyone included in a Resident Membership or a Non-Resident Membership, as described in this Article of these Bylaws. Anyone not a Member is deemed to be a guest and is subject to the guest regulations promulgated by the Board.

SECTION 2. *Voting Members.* Each Resident Membership has one vote in any election or required vote covered by these Bylaws. Such vote may be cast by any Member (at least 18 years of age) covered by the subject Membership (the "Voting Member"). To vote, a Voting Member must be in Good Standing (as set forth in Article V, Section 5 below).

SECTION 3. *Two Classes of Resident Memberships.* The two classes of Resident Membership are:

(a) *Family Memberships.* A Family Membership is granted to a household comprised of: (i) one or two adults at least one of whom is over the age of 21; (ii) all of the children of either adult or both who are unmarried and under the age of 25, and (iii) such other individual(s) as the Board in its sole discretion may approve; provided that everyone covered by (i), (ii) and (iii) above lives in the household.

(b) *Senior Memberships.* A Senior Membership is granted to a household comprised of: (i) one or two adults both of whom are 65 years of age or older; (ii) all of the children of either adult or both who are unmarried and under the age of 25, and (iii) such other individual(s) as the Board in its sole discretion may approve; provided that everyone covered by (i), (ii) and (iii) above lives in the household.

(c) *Caregivers.* Caregivers of a Member are not Members.

(d) *Dues.* Annual dues for Resident Memberships are determined by the Board. Annual dues for a Senior Membership that is converted from a Family Membership are determined by the Board and become effective on the first day of the month following the month in which the Membership Chair is notified in writing that the age requirement has been met.

SECTION 4. *Nonresident Memberships.* A Resident Membership may be converted to a Nonresident Membership if the subject household moves its primary residence outside a 100-mile radius of the Club.

(a) *Rights Appurtenant to Nonresident Memberships.* Nonresident Members have no voting rights. The purpose of a Non-Resident Membership is to enable members to avoid the expense of rejoining the Club in the event the household returns to live within a 100-mile radius of the Club. Nonresident Memberships are not intended for long-term situations. The Board determines the rights appurtenant to Nonresident Membership taking into consideration the purpose stated herein and such rights may be adjusted from time to time as the Board deems appropriate for the well-being of the Club.

(b) *Dues.* The annual dues for a Nonresident Membership are determined by the Board. Such dues become effective on the first day of the month following the month in which the Membership Chair is notified in writing that the requirements for Non-Resident Membership have been met.

(c) *Club Use.* No Member included in a Nonresident Membership may visit the Club more than 12 times per year.

SECTION 5. *Admittance to Membership Status.* Membership status is to be granted upon acceptance by the Board as provided in this Section 5.

(a) *Application Package.* Proposals for Membership must be made by written application in the form prescribed by the Board and submitted to the Membership Chair. Each application must be signed by a Member in Good Standing as the proposer (the "Primary Sponsor"). To be in Good Standing, a Member must be covered by a Membership that is in Good Standing. A Membership is in Good Standing if it has no indebtedness to the Club outside the Grace Period described in Article VI, Section 2. Further, no Member covered by said Membership may be under any disciplinary action described in Article VII. Seconding letters (also in the form prescribed by the Board) must be submitted by at least two other members in Good Standing (the "Secondary Sponsors"). Members may not sponsor their children or individuals in their households. At least the Primary Sponsor must be acquainted with the applicant. The Membership Chair meets with the applicant for the purpose of providing the Governing Documents to the applicant, discussing the environment of the Club, and answering questions the applicant may have.

(b) *Notice to Members.* The name and address of every applicant and the names of the Sponsors are to be distributed to the Club's Members pursuant to Article XV, Section 1 below. The Club's Members have two weeks from the date of notice to express approval or disapproval of the applicant. Member responses must be submitted to the Membership Chair.

(c) *Membership Committee Action.* Upon expiration of the two-week period, the Membership Committee (whose proceedings are confidential) will consider the application (and Member comment, if any) and make its written recommendation to the Board.

(d) *Approval or Disapproval by the Board.* At its next regular meeting (in executive session), the Board will vote on the application. Acceptance is by a simple majority vote of the Directors' present, so long as a quorum is present. A simple majority of the number of Directors serving on the Board immediately before the vote constitutes a quorum of the Board. The Board's decision is final and not subject to appeal. The Board's discussion is not to be made public and all decisions are to be made based upon the totality of circumstances presented at the time.

(e) *Limitation on Family Memberships.* The number of Family Memberships is not to exceed 225.

(f) *Fees Payable Upon Grant of Membership.* The grant of Membership is conditioned upon the payment (within 10 days after notification of acceptance) of the initiation fee prescribed by the Board and the full monthly dues for the calendar month in which the admission was granted. Failure to make timely payment as required in the forgoing sentence constitutes an automatic waiver of admission unless the Board decides otherwise.

(g) *Priority Applicant Status.* Upon reaching the age of 25 or becoming married, whichever occurs first, a child covered by a Resident Membership in Good Standing may apply for Membership and is to be given the highest priority on the waiting list of Membership applicants. If such applicant, prior to application, has been a Member covered by a Resident Membership in effect for the 10 preceding continuous years which is still then in effect and in Good Standing, the applicant shall be deemed to be a "Legacy" applicant and is entitled to a 40% discount on the regular initiation fee then in effect. Additionally, former Members who were in Good Standing at the time of resignation who wish to rejoin the Club may have priority status on the waiting list of Membership applicants subject to the priority of children, as described above. Except as otherwise provided in this paragraph, applicants are to be subject to all the requirements of those making an initial application, however, in the case of former Members wishing to rejoin within two years after resignation, the Board has the right to waive the initiation fee, provided, however, it shall be required to assess the returning Membership fees equal to those that otherwise would have been collected during the time



the Membership was in resignation status.

(h) *Resignation.* Resignations must be presented in writing to the Membership Chair. When a Member submits a resignation, it shall be deemed to be a resignation of the Member's Resident Membership (or Non-Resident Membership as the case may be) and includes all Members covered by such Membership. If the subject Membership is in Good Standing, the resignation is automatically accepted and effective as of the last day of the current month. Unless the Board decides otherwise, the resignation of Members not in Good Standing is to take effect only when all debts (including initiation fees) are paid. Such resigning Members (not in Good Standing) are to continue to incur monthly dues and all applicable fees (including late fees) and are to have no access to Club facilities and are not to be permitted on Club premises until such obligations are satisfied.

(i) *Change of Household Status.* As provided in Article V. Section 3, Resident Memberships cover a household unit. In the event of a dissolution of the household unit, whether by dissolution of marriage or otherwise as determined by the Board, there shall be only one resulting Membership. It is the obligation of the parents, guardians, adult Members, or senior Members covered by the initial Resident Membership to advise the Membership Chair (in writing) of the dissolution of the household within 30 days thereafter and to advise the Membership Chair of the composition of the resulting single household. In the event such change in the status of a household is not timely reported to the Membership Chair, the affected Membership is automatically terminated, and the Board may give notice of such termination. The Board may, in its sole discretion, elect to waive such termination.

(j) *Surviving Spouses.* In the event of the death of a spouse covered by a Membership, the surviving spouse, may retain Membership in the Club (subject to the Club's then Governing Documents) for the duration of his or her life, except in cases where there was a dissolution of marriage preceding the death of a spouse, in which case paragraph (l) above will apply.

(k) *Memberships Not Transferable.* Memberships are nontransferable. Non-transferability is strictly enforced. Any action or lack of action which appears to effectuate a transfer of a Membership will render such Membership null and void, unless the Board elects to waive such termination.

**SECTION 6. *Member Responsibilities.*** Each Membership carries with it the duty of its Members to act in accordance with the Club's commitment to preserve and maintain its purposes, character, facilities, improvements, property, and unique environment.

(a) *Payment for Damages.* Members are liable and must pay for all breakage or damage to Club property caused by them (or any Member covered by their Membership), their guests, and their agents. The amount to be paid is to be determined by the Board. Members are likewise responsible for any injury caused to others by them, their guests, and/or their agents.

(b) *Governing Documents.* Every Member is responsible for abiding by the Club's Governing Documents

## **ARTICLE VI. FEES AND DUES**

**SECTION 1. *Amounts.*** All fees and dues are to be in such amounts and payable on such terms as may be fixed by the Board from time to time.

**SECTION 2. *Accounts and Indebtedness.*** On or about the first day of each month, or as soon thereafter as practicable, a statement of the amount of indebtedness (dues and fees) is to be sent to each Membership in the manner prescribed by Article XV, Section 1. The statement is due upon

receipt and will accrue late fees in the amount of 10% of the amount outstanding and such other amount as prescribed by the Board if not paid in full by the 20th day after said statement was sent to the Membership (the "Grace Period"). The time for disputing any indebtedness is limited to the Grace Period. As of the lapse of the Grace Period, the amount billed is deemed to be the amount due, if it has not been timely challenged. If the statement has not been paid in full within 40 days after the date of the statement, the Members will be subject to discipline, as more fully set forth in Article VII below. If the amount is disputed within the Grace Period (by written notice thereof to the General Manager of the Club) and the dispute is not resolved within 20 days after the dispute is raised, the matter will be referred to the Board for determination.

## **ARTICLES VII. DISCIPLINE**

SECTION 1. *Causes.* A Membership may be terminated, and Members expelled, suspended, or reprimanded by and from the Club for the following reasons.

- (a) Nonpayment of indebtedness in violation of Article VI, Section 2 above.
- (b) Violation of these Bylaws and/or any of the Governing Documents.
- (c) Violation of any other rules or regulations duly adopted by the Board when such rules and regulations have been posted on the Club's website and notice thereof has been given to the Members pursuant to Article XV, Section 1, more than 60 days prior to such violation.
- (d) Any conduct that, in the sole discretion and opinion of the Board, is prejudicial to the good order, morale, reputation, and/or general welfare of the Club.
- (e) Conviction of any criminal offense that, in the sole discretion and opinion of the Board is prejudicial to the good order, morale, reputation, and/or general welfare of the Club.
- (f) Filing a lawsuit or similar action against the Club, its management or its Directors for any matter or matters pertaining to the Club.

SECTION 2. *Commencement of Disciplinary Action.* Disciplinary action may be instituted by the Board based on knowledge of any violation under Section 1 of this article or upon written complaint of any Member in Good Standing.

SECTION 3. *Notice to Member.* The Member subject to a complaint will be given a fifteen-day notice stating the charges and the time and place when the Board will meet to consider the charges. Notice will be given pursuant to Article XV, Section 1 below. The Board may, in its sole discretion, extend said fifteen-day period.

SECTION 4. *Procedure.* On the date and at the time established for consideration of the charges, the subject Member will be given an opportunity to appear and present a defense. The conduct of said meeting will be informal and not subject to the ordinary rules of evidence governing judicial proceedings. The Board and/or the subject Member may invite the testimony of other individuals, who, however, will be excluded from the meeting, except for the period of his or her testimony. The meeting will be closed to all other Members and nonmembers. There will be no legal counsel present.

SECTION 5. *Decision of the Board.* After the meeting described in Section 4 of this Article, the Board, in its sole discretion, will render a decision, by the vote of a simple majority of the Directors present as long as a quorum is present, whether evidence merits disciplinary action, and if so, whether termination, suspension, or reprimand is appropriate. The Board's decision shall apply to and affect the Membership covering the subject Member. The subject Membership will be notified in writing of the decision of the Board within 15 days after the Section 4 meeting. The notice of the decision of the Board need not specify grounds or reasons for the Board's decisions. Expelled Memberships forfeit all initiation fees and dues and other fees paid to the Club and remain obligated to pay all outstanding indebtedness. The obligation to pay all outstanding indebtedness will be enforceable to the same extent as if the Membership had not been terminated.

## ARTICLE VIII. MEETINGS OF MEMBERS

SECTION 1. *Annual Meeting.* The annual meeting will be held at 7:00 p.m. (MST) on the first Wednesday of November each year, unless the Board sets a new meeting date and time by notice to the Members. Members are to be given notice in accordance with Article XV, Section 1 below of the change of date not less than 15 days prior thereto. Meetings of the Membership (whether annual or special) are to be open to all Members. Failure to hold an annual meeting on the first Wednesday of November or during any year does not affect the validity of any Board action and will not be considered a forfeiture or dissolution of the Club.

SECTION 2. *Written Report.* At each annual meeting, the Board will submit a written report on the business and affairs of the Club including without limitation a financial report.

SECTION 3 *Order of Business.* At the annual meeting of Members, the order of business may include the following reports:

- (a) Roll Call and Determination of Quorum
- (b) Approval of the Minutes
- (c) Report of President
- (d) Report of the Committees
- (e) General Business
- (f) Annual Election of Directors

SECTION 4. *Special Meetings.*

(a) The Board may call a special meeting of the Members at any time and will call such a meeting upon written request (stating the purpose of the requested meeting) of the Voting Members in Good Standing representing at least 25 Resident Memberships.

(b) Notice of such meeting will be given at least 15 days in advance in accordance with Article XV, Section 1 below.

(c) No action will be taken at any special meeting on any subject not stated in the notice of such meeting.

SECTION 5. *Voting Restricted to Voting Members in Good Standing.* Voting Members are described and identified in Article V, Section 2. Only Voting Members in Good Standing have the right to vote in any meeting covered by these Bylaws.

SECTION 6. *Place of Meetings of Members and Electronic Meetings.* Member meetings may be held virtually and/or at such place as may be fixed by the Board and specified in the notice of the meeting. Member meetings may be held electronically, so long as all persons participating in the meeting can hear each other at the same time. Such participation will constitute a presence in person

at the meeting. Voting by proxy will be permitted only when elections are not held electronically. There will be no cumulative voting.

SECTION 7. *Quorum.* At meetings of the Membership, a quorum will consist of 10% of the Club's Resident Memberships in Good Standing.

SECTION 8. *Adjourned and Reconvened Meetings of the Membership.* Any Membership meeting may be adjourned to be reconvened at a later date or time, by vote of the Members holding a majority of the vote represented at the meeting, so long as a quorum was present when the meeting began. Any business that could have been transacted properly at the original session of the meeting may be transacted at the reconvened session. No additional notice of such reconvened session is required if the original session is adjourned for a period not exceeding 30 days.

## **ARTICLE IX. BOARD OF DIRECTORS**

SECTION 1. *Governance of the Club.* As provided in Article III above (and without limitation thereof), governance of the Club will be vested exclusively in the Board. The number of Directors shall be at least five but not more than nine Members. All powers not expressly delegated by the Board are expressly reserved exclusively to it.

SECTION 2. *Nominations and Qualifications.*

(a) At least 16 days prior to each annual meeting, the Nominating Committee consisting of the Vice-President and at least two Members in Good Standing (not covered by the same Membership) appointed by the Board will identify nominees to stand for election to the Board.

(b) At least 10 days prior to the annual meeting, the names of said nominees and their contact information will be distributed to the Membership pursuant to Article XV, Section 1.

(c) In addition, any Member in Good Standing may nominate a candidate to the slate of nominees by written notice to the Nominating Committee. All such nominations must be made no later than 10 days prior to the annual meeting.

(e) All nominees must be Members in Good Standing and there will be only 1 nominee per Resident Membership.

(f) If no additional nominations are made in accordance with the foregoing and there is no more than one individual so nominated for the Board position, no formal vote will be necessary, and the Board's nominees will be deemed elected by majority vote at the annual meeting.

(g) If additional candidates are nominated, the election of Directors will be by secret ballot in a manner consistent with these Bylaws and as prescribed by the Board.

(h) In any election when proxies are permitted, all proxies must be in written form prescribed by the Board.

SECTION 4. *Election of New Directors.* Election of Directors is to occur at the annual meeting described in Article VIII, Section 1 above provided there is a quorum of Memberships as provided in Article VIII, Section 7 above. In an election of multiple Directors, the number of candidates equaling the number of Directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board. If only one Directorship is being voted on and more than one Member is running for such position, then the candidate with the most votes from the voting Memberships in Good Standing (constituting a quorum) shall be elected to the Board.

SECTION 5. *Term of Office.* The term of each elected Director of the Club will be two years.

SECTION 6. *Removal of Director(s).* Any one or more Directors may be removed (with or without cause) from the Board by more votes cast for removal than for retention by Voting Memberships in Good Standing at a special meeting of the Members called for such purpose provided that a quorum is present as provided in Article VIII, Section 7 above.

SECTION 7. *Compensation and Expenses.* No compensation will be paid to any Member of the Board for services as a Member of the Board. However, any Director may be reimbursed for actual expenses incurred in the performance of the Club duties. Reasonable food and beverages purchased for Board meetings will not be considered compensation.

SECTION 8. *Absence Considered a Resignation.* Absence from three consecutive meetings of the Board without a valid reason, in the judgment of the Board, will be considered a resignation constituting a vacancy to be filled by the Board.

SECTION 9. *Vacancies.* The Board may appoint one or more Members in Good Standing (but not more than one per Resident Membership) to serve as Directors until the next annual meeting to fill an open position when the number of Directors is less than the total allowed by these Bylaws. If the Member(s) so appointed is elected to the Board at the next election of Directors, then following that election that Director will be deemed to be serving his/her first year on the Board for the purpose of the two-year term described in Section 5 of this Article.

SECTION 10. *Ex-officio Members.* The Club General Manager is a non-voting ex-officio Member of the Board.

SECTION 11. *Resignation.* Any Director may resign at any time by delivering a written resignation to the President. The acceptance of such a resignation is not necessary to make it effective.

## **ARTICLE X. MEETINGS OF THE BOARD OF DIRECTORS**

SECTION 1. *Regular Meetings.* The Board will hold regular meetings monthly at such place and time as may be designated by the President.

SECTION 2. *Special Meetings.* Special meetings of the Board may be called by the President or by a majority of the Directors constituting a quorum.

SECTION 3. *Notice.* Notice of regular and special meetings of the Board will be posted on the Club's website and distributed to the Membership pursuant to Article XV, Section 1 not less than 10 days prior to such a meeting. A waiver of notice of any Board meeting, signed by a Director, whether before or after the meeting, is to be the equivalent to the giving of notice of the meeting to the Director. A Director's attendance at a meeting constitutes waiver of notice of the meeting except when the Director attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

SECTION 4. *Open to the Membership.* All meetings of the Board are open to all Members. During such meeting, however, the Board may choose to enter executive session, at which time only the Directors and any invited guests will be allowed in the session.

SECTION 5. *Voting and Quorum.* At a meeting at which a quorum is present, a simple majority affirmative vote of the Directors present is required to pass a motion before the Board. Board Members may participate by such technology as provides all persons participating in the meeting the ability to hear each other at the same time. Such participation will constitute a presence in person at the meeting. A simple majority of the number of Directors serving on the Board immediately before the meeting begins will constitute a quorum for transacting business.

SECTION 6. *Roberts' Rules of Order.* The rules contained in the current edition of *Robert's Rules of Order Newly Revised* will be the authority for all questions of procedure at any meeting of the Board and at all meetings of the Members.

SECTION 7. *Action by the Board Without a Meeting.*

(a) The Directors have the right to take any action in the absence of a meeting which they could otherwise have taken at a meeting if a notice stating the action to be taken and the time by which a Director must respond is transmitted in writing to each Director and each Director, by the time stated in the notice:

- (i) Votes in writing for such action; or
- (ii) Votes in writing against such action or abstains, in writing, from voting; or
- (iii) Fails to respond or vote and fails to demand that action not be taken without a meeting.

(b) The action is to be authorized if the number of Directors voting in favor of the action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted.

(c) An abstention is not a vote in favor or against an action.

(d) Any action taken under this Section (a) has the same effect as though taken at a Board meeting.

(e) All signed written instruments necessary for any action taken pursuant to this section are to be filed with the minutes of the Board meetings.

## **ARTICLE XI. OFFICERS**

SECTION 1. *Titles, Election, and Term.* At the first board meeting following the annual meeting, the Board will elect from its members the Officers of the Club including a President, Vice President, Secretary, and Treasurer. Officers will hold office for one year or until: (1) their qualified successors are elected, or (2) their resignation, or removal, whichever occurs first. A director cannot be elected President until he or she has served as a director for one year of a concurrent term. Directors can meet this requirement by having served at some prior time.

SECTION 2. *Duties.* The duties of these Officers will be those which usually pertain to such Officers. Without limitation of the foregoing, by way of example:

(a) President. The President will preside at all meetings of the Club and the Board. The President will execute written contracts in the name of the Club when authorized by the Board. The President will have general supervision of the affairs and policies of the Club and perform such other duties as the Board may prescribe.

(b) Vice President. The Vice President will be Chair of the Nominating Committee and will exercise all powers of the President during the President's absence and will have such other responsibilities as the Board will prescribe.

(c) Secretary. The Secretary will be responsible for keeping records of the Board's actions and overseeing the taking of minutes at all meetings, sending out meeting notices, and distributing copies of minutes and agenda to all Directors and to Members as required by these Bylaws. The Secretary will also make sure that all corporate records are maintained and updated, as required by the Colorado Secretary of State, and will have such other responsibilities as the Board will prescribe.

(d) Treasurer. The Treasurer will be the Chair of the Finance Committee and will oversee the keeping of all financial records of the Club and the collection of dues and fees and will keep the Board advised and updated on the financial affairs of the Club.

SECTION 3. *Limitation of Powers.* No director will incur any liability or make or authorize any contract for the expenditure of money on behalf of the Club without previous authorization by the Board.

SECTION 4. *General Manager.* The General Manager will serve at the pleasure of the Board pursuant to the written employment agreement governing her or his employment. Without limitation of the foregoing, the General Manager will manage the day-to-day affairs of the Club and will direct the work of the Club, and hire, supervise, evaluate, and discharge all other Club employees, subject to and in accordance with the direction of the President acting on behalf of the Board.

## ARTICLE XII. COMMITTEES

SECTION 1. *Club Committees.* The Board has sole and exclusive authority to appoint committees of the Club. Committees will be composed of Members in Good Standing.

SECTION 2. *Standing Committees.*

(a) The Club's standing committees will include without limitation (1) a Nominating Committee, (2) a Building and Grounds Committee, (3) a Finance Committee, (4) a Membership at Large Committee, (5) a Racquet Committee, (6) a Pool and Swimming Committee, (7) a Horse and Stable Committee, and (8) a Social and Activities Committee. Each standing committee will consist of a Director, as Chair, and such additional Members in Good Standing as the Board may select.

(b) The Board may also appoint such other committees as it may deem advisable.

SECTION 3. *Authority of Committees.* Committees shall have such authority as expressly delegated thereto by the Board provided however:

(a) The designation and appointment of any such committee and the delegations thereto of authority does not operate to relieve the Board or any individual Director, of any responsibility imposed upon it or him or her by law; or

(b) Any member of a committee may be removed by the President or the person or persons authorized to appoint such members whenever, in their judgment, the best interests of the Club are to be served by such removal.

SECTION 4. *Term of Office of a Committee Member.* Each member of a committee is to continue as such until the next annual meeting of the Board and until his or her successor is appointed, unless the committee is to be sooner terminated, or unless a committee member ceases to be a Member of the Club.

SECTION 5. *Chair.* One member of each committee is to be appointed chair of the committee by the person or persons authorized to appoint the members.

SECTION 6. *Vacancies.* Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 7. *Quorum of Committees.* Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee constitutes a quorum and the act of a majority of the members present at a meeting at which a quorum is present is to be the act of the committee.

SECTION 8. *Rules of Committees.* Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

### **ARTICLE XIII. INDEMNIFICATION**

SECTION 1. *Indemnification of Directors, Officers, Employees and Agents.*

(a) *Scope of Indemnification.* To the full extent authorized under the laws of the State of Colorado, the Club indemnifies any current or former Director, volunteer and/or employee (the "Indemnitee") against expenses and liabilities actually and reasonably incurred in connection with the defense of any action, suit or proceeding or the settlement or compromise thereof prior to final adjudication in which the Indemnitee is made a party by reason of being or having been a Director, volunteer or employee of the Club, except in relation to matters as to which the Indemnitee has been adjudged liable for negligence or misconduct in the performance of a duty to the Club.

(b) *Expenses.* Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Club in advance of the final disposition of such matter, if authorized by the Board upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 1 of Article XIII.

(c) *Other Rights and Remedies.* The indemnification provided by this Article XIII is in addition to other rights to indemnification which an Indemnitee may have or hereafter acquire under the laws of the State of Colorado.

(d) *Insurance.* The Board of Directors may purchase and maintain such insurance as it deems necessary or reasonable to cover the scope of indemnification described in this article.

SECTION 2. *Standards of Conduct and Limitation of Liability.* Each Director will discharge the Director's duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner the Director reasonably believes to be in the best interest of the Club. A Director is not to be liable to the Club for any action taken or omitted to be taken as a Director, if in connection with such action or omission, the Director performed the duties of the position in compliance with the standards set forth in this Section 2.



SECTION 3. *Conflicts of Interests.* No Director may have an interest, directly or indirectly in any contract or business relating to the operations of the Club nor in any contract or business for furnishing services or supplies to the Club, unless such contract is authorized by the Board of Directors.

#### **ARTICLE XIV. BYLAW AMENDMENTS**

SECTION 1. *Amendments.* At an annual or special meeting of the Members at which a quorum is present, or by mail voting as allowed for in the Colorado Revised Nonprofit Corporation Act, these Bylaws may be amended by the vote of a simple majority of the Voting Members in Good Standing upon 30 days prior written notice to Members. Such notice will be delivered pursuant to Article XV, Section 1. Changes which are made to these Bylaws which are purely clerical in nature (and not substantive) made for the purpose of correcting typographical mistakes or made to clarify or delete where necessary to reflect original meaning, do not constitute amendments to these Bylaws and may be made administratively as appropriate.

#### **ARTICLE XV. NOTICE TO MEMBERS**

SECTION 1. *Member Directory.* The Club will maintain a directory of contact information for all Members. Such information will initially be taken from the Member Agreement signed by the Member and will include name, address, phone numbers, and email addresses. It is the responsibility of the Member to update said information when appropriate. Any notice required by these Bylaws will be deemed given when posted on the Club's website AND emailed to the Member at the email address provided to the Club at least 10 days prior to any action to be taken by a Member. If a Member does not desire to be included in the directory and/or if a Member does not desire to receive notice by email, such Member must so notify the Club in writing and provide appropriate mailing instructions, in which case notice will be given by First Class Mail.

SECTION 2. *Directory Information.* The Club directory is to be updated annually and a copy is to be made available to the Membership in hard copy or (at the discretion of the Board) digitally. The directory will include the Governing Documents. All Members are deemed to have notice of all matters included in the directory.

#### **ARTICLE XVI. CERTIFICATION**

These Bylaws were duly approved by the Members of the Club in accordance with the terms of the then prior Bylaws on \_\_\_\_\_ 2021.

Secretary: \_\_\_\_\_

Date: \_\_\_\_\_