

**LIMITED AMENDMENT TO THE BYLAWS OF BROOKWILLOW VILLAGE HOMEOWNERS
ASSOCIATION, INC.**

THIS AMENDMENT is made this 22nd day of July, 2024.

RECITALS

A. WHEREAS, Brookwillow Village Homeowners Association, Inc. (the "Association") is the Association described in that certain Declaration of Covenants, Conditions and Restrictions of Brookwillow Village Subdivision, recorded in the real property records of Mesa County, Colorado on April 17, 2006 at Reception No. 2311973 (the "Declaration"); and

B. WHEREAS, the members of the Board of Directors invest an extended amount of time and energy into services rendered for the Association; and

C. WHEREAS, the community consists of mainly investment properties with little Owner occupancy; and

D. WHEREAS, current Owners have not indicated much interest in serving on the Board of Directors; and

E. WHEREAS, the pool of candidates for members of the Board of Directors is extremely limited; and

F. WHEREAS, the Association desires to amend the Bylaws of Brookwillow Village Homeowners Association, Inc., currently in effect (the "Bylaws") to remove the prohibition against Director compensation; and

G. WHEREAS, pursuant to C.R.S. §7-130-201 and Article XI of the Bylaws, the Board of Directors has the power to amend the Bylaws; and

H. WHEREAS, as amended by this Amendment, this Amendment shall become part of and incorporated into the "Bylaws."

NOW THEREFORE, the Bylaws of the Association are hereby amended by this Limited Amendment as follows:

I. **Amendments.** The Bylaws are hereby amended as follows:

(a) Repeal and Restatement. Section 5.07(c) of the Bylaws is deleted in its entirety and replaced as follows:

(c) Compensation. The members of the Board of Directors may receive compensation for services rendered at a rate established by the Board from time to time. In addition, members of the Executive Board may be: (i) reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association and (ii) reasonably compensated for services rendered to the Association as an Association employee or independent contractor separate and apart from their services as a member of the Board of Directors.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**Brookwillow Village Homeowners Association,
Inc.**, a Colorado nonprofit corporation

By: *Eric J. Anderson*

Eric J. Anderson

President