

**THE GREELEY IRRIGATION COMPANY**

**AMENDED AND RESTATED**

**BYLAWS**

**ARTICLE I**  
**OFFICES**

The principal office of the Greeley Irrigation Company ("the Company") in the State of Colorado shall be located in Weld County. The Company may have such other offices, either within or without the State of Colorado, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

**ARTICLE II**  
**SHAREHOLDERS**

**1. ANNUAL MEETING.**

Meetings of shareholders may be held at Greeley, Colorado, or at such other place designated by the Board of Directors. The annual meeting of the shareholders shall be held on the first Tuesday in February of each year, at 1:30 p.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If, for any reason, the annual meeting shall not be held on said date, then it may be held on any date thereafter fixed by the Board of Directors, or at the written request of shareholders of at least one-fourth (1/4) of all outstanding stock, in which case notice of such meeting shall be given as for special meetings. All annual and special meetings of the shareholders shall be governed by Roberts Rules of Order.

**2. SPECIAL MEETINGS.**

Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the directors, and shall be called by the President at the request of not less than twenty-five (25) percent of the outstanding shares of the Company entitled to vote at the meeting.

**3. NOTICE OF MEETINGS.**

Written or printed notice stating the place, day, and hour of meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be mailed to the shareholders at their addresses as they appear on the stock transfer books of the Corporation not less than ten (10) or more than fifty (50) days before the date of the meeting, except that if the authorized capital is to be increased, at least thirty (30) days' notice shall be given. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the Company, with postage thereon prepaid.

#### **4. QUORUM.**

A majority of the stock entitled to vote, represented in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of the shareholders.

#### **5. CLOSING OF STOCK TRANSFER BOOKS; RECORD DATE.**

The stock transfer books shall be closed ten (10) days before any annual or special meeting of the shareholders (“the Record Date”), and only those shareholders shall be allowed to vote at any such meeting whose names shall appear upon the stock transfer books of the Company on the Record Date. No shareholder shall be entitled to vote at any annual or special meeting unless all assessments and other amounts due to the Company are fully paid on or before the Record Date.

#### **6. VOTING LISTS.**

The Secretary of the Company shall make a complete list of the shareholders entitled to vote at any annual or special meeting, including the address of and the number of shares held by each shareholder. The list shall be available for inspection during usual business hours at the Company office at least one (1) day before the meeting and shall be available for inspection by shareholders during the entire meeting.

#### **7. PROXIES.**

At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by the shareholder’s duly authorized representative. Every proxy shall be signed and dated by the shareholder or by his or her duly authorized representative. Such proxy shall be filed with the Secretary of the Company before or at the time of the meeting.

#### **8. VOTING.**

Each shareholder entitled to vote in accordance with the terms of the Articles of Incorporation and these Bylaws shall be entitled to one (1) vote for each share of stock standing in his or her own name on the books of the Company, whether represented in person or by proxy. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

#### **9. INFORMAL ACTION BY SHAREHOLDERS.**

Unless otherwise provided by law, any action that may be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote on the matter.

### **ARTICLE III** **DIRECTORS**

#### **1. GENERAL POWERS.**

The property, business, and affairs of the Company shall be managed by its Board of Directors. The directors shall in all cases act as a Board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Company, as they may deem proper, not inconsistent with these Bylaws and the laws of

the State of Colorado. The Board of Directors shall exercise all powers conferred by law and statute.

## **2. PERFORMANCE OF DUTIES.**

A director of the Company shall perform the director's duties in good faith, in a manner the director reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing the director's duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared by one or more officers or employees or directors of the Corporation, counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's expertise.

## **3. NUMBER, TENURE, AND QUALIFICATIONS.**

A Board of seven (7) directors (designated by the Articles of Incorporation as Trustees), all of whom shall be shareholders, shall be chosen for staggered terms of two (2) years. The directors need not be shareholders if they represent a shareholder, provided, however, that not more than four (4) director positions may be held by representatives of shareholders at any one time. The term "representative" shall not include: (1) a trustee if the trust was created by the person serving as trustee; and (2) an officer or partner of a company or partnership doing business solely for agricultural purposes under Greeley Canal No. 3. Each director's term of office shall be for two (2) years and until their successors are elected and qualified. When stock ownership is held jointly, whether in joint tenancy or in tenancy in common, only one (1) of the joint owners may be elected a director. If a director shall cease to be eligible to become or remain a director by reason of any of the provisions herein, such director may be removed by the vote of the majority of the Board of Directors and the vacancy, thus created, may be filled as hereinafter provided.

## **4. REGULAR MEETINGS.**

Meetings of the Board of Directors shall be held at the office of the Company on the last Thursday of each month or may be rescheduled at such other time and place as may be designated by the President or by three (3) or more directors.

## **5. SPECIAL MEETINGS.**

Special meetings of the directors may be called by the President or two (2) or more directors. The time and place of the special meeting shall be designated by the person or persons who called the meeting.

## **6. NOTICE.**

Notice of any special meeting or any rescheduled regular meeting shall be given at least three (3) days before the meeting either delivered personally or by electronic mail or by depositing notice in the United States mail, postage prepaid. If notice is given by electronic mail, notice shall be deemed delivered when it is delivered to the electronic network.

## **7. INFORMAL ACTION BY DIRECTORS.**

Any action required or permitted to be taken by the Board of Directors or by a committee thereof may be taken without a meeting if a written consent setting forth the action so taken shall be signed by all of the directors or all of the committee members entitled to vote with respect to the subject matter thereof.

## **8. QUORUM.**

A majority of the directors shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

## **9. PARTICIPATION BY ELECTRONIC MEANS.**

Any member of the Board of Directors or any committee designated by the Board may participate in a meeting of the Board of Directors or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

## **10. REMOVAL OF DIRECTORS.**

Any or all of the directors may be removed for cause by vote of the shareholders.

## **11. RESIGNATION.**

A director may resign at any time by giving written notice to the Board, the President, or the Secretary of the Company.

## **12. VACANCIES.**

Vacancies in the Board of Directors, by reason of death, resignation, or other cause, shall be filled by the remaining directors choosing a director from among the shareholders or representatives of shareholders. The new director shall be elected to serve until the term of the director being replaced expires.

## **13. EXECUTIVE AND OTHER COMMITTEES.**

The Board of Directors may, by resolution, designate an executive committee or other committees consisting of one (1) or more directors. Each such committee shall serve at the pleasure of the Board.

## **14. COMPENSATION.**

No compensation shall be paid to directors, as such, for their services, but by resolution of the Board, a fixed sum and expenses for attendance at regular or special meetings of the Board may be authorized.

## **ARTICLE IV OFFICERS**

### **1. NUMBER.**

The officers of this Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The President and the Vice President shall be members of the Board of Directors. The Secretary and the Treasurer may or may not be one and the same person, and may or may not be a shareholder or a member of the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors. All officers of the Corporation, except the Secretary and Treasurer, shall be shareholders of the Company.

### **2. ELECTION AND TERM OF OFFICE.**

The above-designated officers shall be elected by ballot at the first meeting of the Board of Directors after the annual meeting of the shareholders, or as soon thereafter as is convenient, and shall hold office until the next annual meeting of the shareholders and until their successors are elected and qualified.

### **3. REMOVAL.**

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the Company would be served thereby.

### **4. VACANCIES.**

Vacancies in any office shall be filled by election (at the next meeting) of the Board of Directors.

## **ARTICLE V DUTIES OF OFFICERS**

### **1. PRESIDENT.**

The President shall preside at all meetings of the shareholders and directors, shall sign all certificates of stock, notes, bonds, agreements, deeds, and other instruments of the Corporation not herein otherwise provided. He or she may call special meetings of the Board of Directors at such times as he or she may deem necessary. He or she shall have general charge and supervision of the conduct of the Company's business and shall discharge the general duties of a president of a private corporation, and perform such other duties as are herein provided.

### **2. VICE PRESIDENT.**

The Vice President shall discharge the duties of the President whenever the President, for any reason, cannot act; and such other duties assigned by the Board of Directors.

### **3. TREASURER.**

The Treasurer shall receive and have charge of such money, bills, notes, bonds, and other similar property belonging to the Company as may be ordered by the Board of

Directors. The Treasurer shall keep or cause to be kept true and accurate accounts of all receipts and disbursements of the Company. The Treasurer shall deposit the funds of the Company in such banking institutions or depositories as may be designated by the Board of Directors. Whenever requested by the Board of Directors, the Treasurer shall submit a complete statement of the accounts of the Company accompanied by vouchers and, at the expiration of his or her term, shall turn over to his or her successor or to the Board of Directors all property of the Company in his or her hands.

#### **4. SECRETARY.**

The Secretary shall keep minutes of all meetings of the Board of Directors, minutes of all meetings of the shareholders, and also minutes of any and all committees as ordered by the Board of Directors. The Secretary shall keep such other records as are required to be kept by the Board of Directors and shall have the custody of the corporate seal, shall sign all certificates of stock, and affix the seal of the Corporation thereto, and shall sign all contracts requiring the corporate seal. The Secretary shall give notice of all meetings of the Board of Directors and of the shareholders, and shall keep a record of the same and post office address of each shareholder. The Secretary shall perform such other duties as may be required by the Board of Directors.

#### **5. COMPENSATION.**

The officers of the Company shall receive such compensation as may be fixed by the Board of Directors.

### **ARTICLE VI** **SUPERINTENDENT**

A ditch superintendent shall be hired by the Board. The Superintendent shall be responsible for the general operations of the canal and the division of all water flowing therein, including accounting for seepage and evaporation in the system, and perform the duties usually appertaining to a ditch superintendent. The Superintendent shall be under the supervision and direction of the President and the Board of Directors.

### **ARTICLE VII** **BANK FUNDS**

The funds of the Company shall be deposited in such bank or banks as the Board of Directors may determine from time to time, and may be drawn upon in the name of the Company by such person or persons as the Board of Directors may determine by resolution.

**ARTICLE VIII**  
**CAPITAL STOCK**

**1. ISSUANCE OF CERTIFICATES.**

The certificates for shares of the capital stock of the Company shall be in such form not inconsistent with the Articles of Incorporation and Bylaws as shall be prepared or approved by the Board of Directors. The certificates shall be issued in numerical order. The names of the persons owning the shares represented thereby, with the number and class of such shares and the date of the issue, shall be entered on the books of the Company. No certificate shall be valid unless it is signed by the President or Vice President and Secretary.

**2. TRANSFER OF SHARES.**

Certificates of stock in the Company shall be transferable only upon the books of the Company upon surrender of the certificates, properly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer. Shares of the capital stock of the Company shall be transferred only on the books of the Company by the holder thereof in person or by his or her attorney upon surrender and cancellation of certificates for a like number of shares. All certificates surrendered to the Company for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares has been surrendered and canceled. No stock of the Company shall be transferred from one tract to another or from one shareholder to another person without prior approval of the Board of Directors. No transfer of stock shall be made until all past due assessments, together with interest thereon, any other indebtedness due from said shareholder against the shares, and transfer fees as determined by the Company Board of Directors shall have been fully paid to the Company. To the extent allowed by law, the shareholder transferring his or her shares shall be required to defend, indemnify, and hold harmless the Company, its Board of Directors, agents, and employees from any and all claims against the Company that may arise from the Company's approval of the transfer of shares. However, nothing herein shall constitute a waiver of any defenses or immunities which may be available to a shareholder pursuant to the Colorado Constitution or the Colorado Governmental Immunity Act.

**3. LOST CERTIFICATES.**

A duplicate certificate of the capital stock of the Company may be issued to the shareholder, the legal representative, assignee, or any lienholder named in the books of the Company as a lienholder on the lost certificate if the original certificate has been lost, mislaid, or destroyed, and the shareholder, legal representative, assignee, or lienholder has paid all assessments levied by the Company against the stock, upon fulfillment of the following requirements.

- a. The shareholder, legal representative, assignee, or lienholder pays all costs and attorneys' fees incurred by the Company in issuing the duplicate certificate or certificates; and

b. The shareholder, legal representative, assignee, or lienholder complies with the procedures set forth in C.R.S. sections 7-42-114 to 7-42-117 and these Bylaws:

(1) The shareholder, legal representative, successors, assigns, or any lienholder named in the books of the Company as a lienholder on the lost certificate may file with the Secretary of the Company a statement under oath that the certificate has been lost, mislaid, or destroyed and that the certificate is the property of the person making the statement and has not been transferred or hypothecated by the shareholder, and demand the issuance of a duplicate certificate in accordance with the procedures described herein.

(2) Upon receipt of a demand statement pursuant to subparagraph (1), above, the Company shall publish, at the expense of the person making the demand, at least once a week for five successive weeks, the fifth publication being on the twenty-eighth day after the first publication, in a newspaper of general circulation in Weld County, a notice that such a demand has been filed with the Company in accordance with C.R.S. sections 7-42-114 to 7-42-117, stating the demand in full and stating that the Company will issue, on or after the date stated therein, following the last publication of the notice by at least thirty days, a duplicate certificate to the registered owner, the registered owner's legal representative or assignee, or any lienholder named in the books of the Company as a lienholder on the lost certificate unless a contrary claim is filed with the Company prior to the date stated in the notice.

(3) If no claim of interest or ownership other than that made by the person filing the notice pursuant to subparagraph (1), above, or such person's legal representative or assignee is on file in the records of the Secretary of the Company prior to the date stated in the notice, the Company shall issue, on or after said date, a duplicate certificate to the person, the person's legal representative or assignee, or any lienholder named in the books of the Company as a lienholder on the lost certificate. All rights under the original certificate shall cease immediately and no person shall at any time thereafter assert any claim or demand against the corporation or any other person on account of the original certificate.

(4) The Company may require any legal representative or assignee of a shareholder of record to prove their legal right to such certificate as a legal representative or assignee of the shareholder of record. The Company may require any lienholder named in the books of the Company as a lienholder on the lost share certificate to prove the lienholder's legal right to such share certificate.

#### **4. EFFECT OF LIENS AND ENCUMBRANCES.**

Every shareholder who shall pledge or mortgage his or her stock, or otherwise have such stock subject to a security or collateral interest, shall, nevertheless, be entitled to vote the same at shareholders' meetings while he or she remains the equitable owner. No transfer of any share certificate which shows a third-party interest shall be approved by the Company unless the lien holder consents in writing to such transfer.

#### **5. FRACTIONAL SHARES.**

No certificate representing fractions smaller than one-quarter (1/4) share shall be issued. Certificates currently issued representing fractions smaller than one-quarter (1/4) share may be reissued for the smaller fractional share, but cannot be broken down further. Fractional shares shall be assessed on the basis of a full share.

#### **6. IRRIGATED ACREAGE LIMITATION.**

Each unchanged share of the Company stock is entitled to irrigate no more than seven (7) acres in accordance with the Poudre Prairie decree.

### **ARTICLE IX** **DISTRIBUTION OF WATER**

#### **1. DELIVERIES TO SHAREHOLDERS.**

Provided that all assessments and other indebtedness due from the shareholder to the Company have been fully paid, the Company shall endeavor to deliver to each shareholder a pro rata portion of the total water diverted by the Company at the headgate of the Greeley Canal No. 3 over the course of the irrigation season, consistent with the Company's historical practices and the Poudre Prairie decree, and subject to these Bylaws and any rules and policies which the Board of Directors may adopt or amend. Shareholders are not entitled to a pro rata portion of the flow rate of diversions from the Canal No. 3 headgate at any given time. The Company's deliveries shall account for seepage and evaporation in the canal. The Company shall, in its sole discretion, determine how to allocate water among shareholders. The shareholder may call for his or her water for delivery, provided there is capacity in the ditch for delivery of the quantity of water designated for the shareholder's place of delivery. No shareholder may exceed the delivery amount determined by the Company.

#### **2. DIVISION OF CANAL INTO SECTIONS.**

The Company, in its sole discretion, may divide the Greeley Canal No. 3 into sections, and allocate the available water in the canal in a manner and at times as determined by the Board of Directors to best provide each shareholder their water deliveries over the course of the irrigation season consistent with the Company's historical practices.

#### **3. MEASUREMENT OF WATER THROUGH COMPANY HEADGATE.**

All water delivered to shareholders shall be measured at the headgate of the Greeley Canal No. 3 through which deliveries are made, but the Company reserves the right to decline to deliver or turn water into any lateral. In no event shall the Company

be responsible or liable for the maintenance, operation, repair of, or distribution of water from any private laterals connected with the Company's system, nor shall the Company be liable for any damages resulting from water deliveries to laterals.

#### **4. HEADGATES.**

No new headgates shall be installed in Greeley Canal No. 3 or other structures owned by the Company without prior approval of the Board of Directors. All headgates in the canal shall be operated and maintained by and under the exclusive control of the Company and no shareholder or other person shall have the right to interfere with, reconstruct, repair, change or alter, or open or close said headgates in any manner whatsoever.

#### **5. NO LIABILITY FOR SHORTAGES.**

The Board of Directors and the Superintendent as directed by the Board of Directors shall have all authority to determine how and when to run water in the Company's ditch system. The Company shall not be liable for shortages of water from any cause whatsoever, and shall have the right at all times, when in the judgment of the Board of Directors it may be reasonably necessary, to cease deliveries of water in order to make repairs, changes, or alterations to the canal or for any purpose whatsoever.

#### **6. ADDITIONAL RULES AND REGULATIONS.**

The Board of Directors of the Company reserves the right at any time, either in cases of emergency or otherwise, to adopt such further rules and regulations for the distribution of the Company's water supply as it may deem advisable.

#### **7. FOREIGN WATER.**

The Board of Directors, in its sole discretion, may authorize any person, including shareholders, to run foreign water in the Company's ditch system, upon such terms and conditions as the Board may determine.

### **ARTICLE X CHANGE OF WATER RIGHT**

Each shareholder ("applicant") desiring to make a change of Greeley Irrigation Company shares, including but not limited to the type or manner of use or place of use that requires the filing of a change of water right application in the District Court for Water Division No. 1, State of Colorado ("Water Court"), shall obtain approval of the Board of Directors prior to filing the Water Court application. The applicant shall submit a written request to the Board, which shall include a copy of the proposed Water Court application and a report by the applicant's engineer, as well as payment of a replenishable deposit in the sum of \$25,000 (the "Deposit") which shall be held by the Company to apply to the costs and expenses the applicant is required to reimburse the Company as provided herein.

The Board and its engineer and attorney shall review the applicant's proposed Water Court application and a report by the applicant's engineer. All other shareholders who are entitled to delivery of water at either the place from or to which delivery is

changed shall be notified by the Board in writing of the request and shall have the right to participate in any meetings scheduled by the Board of Directors to consider the request. If, in the reasonable opinion of the Board of Directors, the requested change is consistent with the Company's policies, the final decrees in Case No. 96CW658 and subsequent cases changing Greeley Irrigation Company shares and can be made without injury to the canal, the Company, and other shareholders, the request shall be granted, subject to such terms and conditions as may be necessary to prevent injury. The Board may otherwise deny any requested change. The determination by the Board of Directors concerning approval or denial of the requested change shall be final, and shall not be subject to revision unless it is proven in the Water Court or other judicial proceeding that such determination was arbitrary or capricious.

If the Company approves the request, the Company may elect to file a statement of opposition to the applicant's Water Court application to ensure that the Board's decision and all terms and conditions approved by the Board are incorporated into any final decree, and to oppose any terms and conditions that are contrary to the Company's Bylaws or policies, its historical practices, or the Poudre Prairie Decree. If the Company files a statement of opposition to the Water Court application to ensure compliance with the Board's decision, the applicant shall reimburse the Company for its actual costs and expenses for its participation in the Water Court proceedings.

No application for approval of a change of Greeley Irrigation Company shares may be filed in the Water Court unless the application has first been approved by the Company as provided herein. The Water Court application, any stipulations between the applicant and other parties to the Water Court proceeding, and the final Water Court decree must include terms and conditions consistent with those approved by the Company, and must not include terms and conditions that are contrary to the Company's Bylaws or policies, its historical practices and ditch operations, or the Poudre Prairie decree. The Company may seek dismissal of an application that does not comply with these requirements.

To the extent allowed by law, the applicant shall be required to defend, indemnify, and hold harmless the Company, its Board of Directors, agents, and employees from any and all claims against the Company that may arise from the Company's approval of the change. However, nothing herein shall constitute a waiver of any defenses or immunities which may be available to a shareholder pursuant to the Colorado Constitution or the Colorado Governmental Immunity Act.

The applicant for change of Greeley Irrigation Company shares must reimburse the Company for the Company's reasonable costs and expenses incurred in reviewing and evaluating the application and for the Company's participation in any judicial proceeding that follows, including a challenge to any denial by the Company of the requested change, the application litigated in Water Court, and any appeals of the application proceeding. To ensure the Company is reimbursed for its costs and expenses, the applicant shall be required to pay the Deposit described above and, if the Deposit becomes insufficient to meet fees and other charges then due or likely to become due within the following sixty days, to pay the Company an additional Deposit

in the amount it estimates may be necessary to satisfy such fees and charges. Reimbursement of the Company's costs and expenses shall be limited to the Company's actual costs and expenses. The Company shall return any remaining unused portion of the Deposit once the change is fully effectuated or the applicant withdraws its request for approval of the change. The Board of Directors may, without penalty or liability, withhold final approval of any application until all conditions imposed by this bylaw have been met. Regardless of applicant's reimbursement, the Board retains sole discretion concerning the extent to which it will participate in court proceedings relating to the requested change.

## **ARTICLE XI** **DITCH CROSSINGS**

Crossings on the ditches of the Company system, whether by bridge, covering, tile, culvert, cable, pipeline, wire, or walkway, including underground crossings or those over the ditch right of way or easement within the area affecting the ditch, must have a written agreement executed by the party installing and/or using the crossing and the Company through its officers. The objective shall be to not adversely affect the quality, quantity, or rate of flow of water through the ditch. The agreement shall contain an indemnity agreement and adequate engineering specifications so as to hold the Company harmless from damage and costs. The agreement shall also include an appropriate engineering profile and location diagram showing the exact location and how the crossing is to be accomplished, including type of materials used affecting the banks, floor, clearance, and flow of water, and including the lateral support of the ditches and any access service or ditch rider roads. A fee for such crossing agreement shall be charged by the Company and, in addition, the party seeking the crossing shall reimburse the Company the full amount of the Company's costs to cover the inspection, engineering or legal review, maintenance of the crossing, and any additional costs incurred by the Company in relation to such crossing. The term "crossing" shall include all forms of digging, probing, tunneling, construction, erection of buildings, signs, fences, roadways, pathways, walkways, or trails done by any private or public party in any way physically involving the ditches or canals of the Company. The amount of the fee will be determined for each specific crossing by the Board of Directors.

## **ARTICLE XII** **ASSESSMENTS**

### **1. LEVY OF ASSESSMENTS.**

The Company shall have the power to make an assessment on the capital stock thereof, to be levied pro rata on the shares of stock for the purpose of keeping the property of the Company in good repair and for the payment of any indebtedness or interest thereon.

No assessment shall be levied unless the question of making the assessment is first submitted to the shareholders of the Company at an annual meeting or at a special meeting called for that purpose, if a quorum is present, and the majority of stock represented at such meeting, either by the owner in person or proxy, entitled to vote

thereon shall vote in favor of making such assessment; and if said shareholders fail to hold any such meeting or fail to make or authorize any assessment within ninety days after the close of the Company's fiscal year, the directors shall have the power to make any such assessment at any regular or special meeting called therefor for that year.

## **2. PAYMENT OF ASSESSMENTS.**

Each and every share of the capital stock of the Company, except stock in the Company treasury, shall be subject to annual assessments, which assessments shall be payable without reference to the quantity of water desired by or delivered to the shareholder in any particular season.

## **3. FAILURE TO PAY ASSESSMENTS.**

No water shall be delivered until all assessments due on the shares of stock have been paid, together with any interest thereon. If any shareholder shall fail to pay the assessments or other indebtedness against his or her stock when due as determined by the directors, the Company may sell or declare a forfeiture of said shares. Neither a sale nor a forfeiture of the shares shall take place or be declared unless demand has been made to the shareholder in writing, mailed to the last known address of said shareholder at least thirty (30) days prior to the time that the sale is scheduled or the forfeiture is to take effect. In the event the Company declares a forfeiture after giving notice as herein provided, any past due assessments or other amounts due the Company from said shareholder shall be cancelled.

## **4. PROCEDURE FOR SALE.**

In the event of sale, the Company shall publish notice of said sale at least twice in a newspaper of general circulation in Weld County requesting sealed bids to be submitted to a person or entity designated by the Company by a date certain. The Company shall sell said shares to the highest bidder. The Company may reserve the right not to sell in the event the high bid is not sufficient to cover the amounts owing the Company as outlined above, in which case the Company may declare the stock forfeited. Any proceeds of the sale over the amount of the past due assessments and other amounts owed the Company, including interest calculated at eighteen percent (18%) per annum compounded annually, reasonable attorney's fees, publication, and other expenses of the sale, shall be refunded to the delinquent shareholder. The Company reserves the right to bring an action to recover any amounts due from the delinquent shareholder in excess of the proceeds of the sale.

## **ARTICLE XIII** **SEAL**

The corporate seal shall contain the words "The Greeley Irrigation Company" in a circle, and the word "SEAL" in the center.

**ARTICLE XIV**  
**AMENDMENT OF BYLAWS**

These Bylaws may be amended at any meeting of the Board of Directors by vote of a majority of the directors in favor of such amendment.

**ARTICLE XV**  
**PERSONAL LIABILITY OF DIRECTORS AND/OR OFFICERS**

Pursuant to Section 7-40-104(2)(a), C.R.S., the Corporation waives and releases the personal liability of a director and/or officer to the Corporation or to its shareholders for monetary damages for breach of fiduciary duty as a director and/or officer, except: for any breach of the director's and/or officer's duty of loyalty to the Corporation or its shareholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for any transaction from which the director and/or officer derived an improper personal benefit, or for any act or omission occurring prior to the date of the adoption of this amendment to the Bylaws of the Company. The Company shall indemnify each of its directors, or officers, agents, and employees, to the maximum extent permitted by law.

**ARTICLE XVI**  
**FISCAL YEAR**

The fiscal year of the Company shall be January 1 to December 31.

**History of Amended and Restated Bylaws:**

**Adopted January 5, 2006**

**Change of Water Right article added as Article X April 27, 2006; balance of articles re-numbered**

**Article IX, paragraph 2 amended January 3, 2008**

**Article IX, paragraph 6 deleted January 3, 2008; balance of paragraphs re-numbered**

**Article VIII, paragraph 3 amended May 29, 2008**

**Article XII, paragraph 1 amended April 1, 2011**

**Article III, paragraph 3 amended June 30, 2011**

**Article XVI amended November 7, 2011**

**Article VI amended January 9, 2012**

**Article VIII, paragraph 3 amended September 27, 2012**

**Article VIII, paragraph 3 amended November 13, 2014**

**Article X amended July 28, 2016**

**Article II, paragraphs 1 – 9; Article III, paragraphs 3, 10, 12; Article IV, paragraphs 1, 2; Article V, paragraphs 1, 4; Article VI; Article VIII, paragraphs 2, 3, 4, 6; Article IX, paragraphs 1-7; Article X; Article XI; Article XII, paragraphs 1-4; and Article XV amended December 3, 2020**