

AMENDED & RESTATED BYLAWS

OF

THE HOMEOWNERS ASSOCIATION

AT ASPEN GLEN

These **AMENDED & RESTATED BYLAWS OF THE HOMEOWNERS ASSOCIATION AT ASPEN GLEN** (the “Amended & Restated Bylaws”) are made and entered into as of the date written below.

RECITALS:

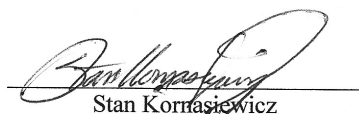
WHEREAS, these Amended & Restated Bylaws seek to authorize the Board of Directors to amend the Bylaws in certain defined and limited circumstances, to allow for telephonic attendance at meetings of the Members and meetings of the Board of Directors, to change the qualification and terms of the Board of Directors, to specify written ballot procedures, to provide for Board of Directors executive sessions, to incorporate terms from the Declaration of Covenants, Conditions and Restrictions for Aspen Glen and the Articles of Incorporation of the Homeowners Association at Aspen Glen, and make other changes herein pursuant to the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act; and

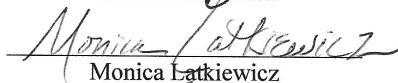
WHEREAS, the change to Section **5.5 Election and Term of Office** hereof will be implemented at the annual meeting held on December 13, 2017, with the two (2) Directors that were elected in December 2016 serving the remainder of such Directors’ two-year elected terms until the annual meeting of the Members in December 2018; and

WHEREAS, these Amended & Restated Bylaws of the Homeowners Association at Aspen Glen were amended by a majority vote of the Members entitled to vote hereon.

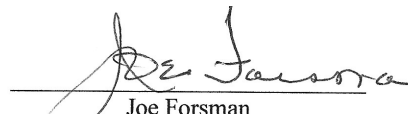
The undersigned members of the Board of Directors approved the adoption of these Amended & Restated Bylaws; and

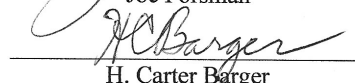
NOW THEREFORE, BE IT RESOLVED THAT these Amended & Restated Bylaws are effective as of October 28, 2017.


Stan Korrasiwicz


Monica Latkiewicz


Ed Brown


Joe Forsman


H. Carter Barger

**AMENDED & RESTATED BYLAWS
OF
THE HOMEOWNERS ASSOCIATION AT ASPEN GLEN**

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**AMENDED & RESTATED BYLAWS
OF
THE HOMEOWNERS ASSOCIATION AT ASPEN GLEN**

1. GENERAL.

1.1 Purpose of Bylaws. These Amended & Restated Bylaws (“Bylaws”) are adopted for the regulation and management of the affairs of The Homeowners Association at Aspen Glen (“Association”). The Association has been organized as a Colorado corporation under the Colorado Nonprofit Corporation Act and constitutes the Association under the Amended Declaration of Covenants, Conditions and Restrictions for Aspen Glen (“Amended Declaration”). The original Declaration was executed by Aspen Glen Golf Company, a Colorado Limited Partnership (“Developer”). The Amended Declaration relates to real property in the County of Garfield, Colorado, which becomes subject to the Amended Declaration (“Community Area”).

1.2 Terms Defined in the Declaration. Terms used in these Bylaws which are defined in the Amended Declaration shall have the same meaning and definition as in the Amended Declaration.

1.3 Controlling Laws and Instruments. These Bylaws are controlled by and shall always be consistent with the provisions of the Colorado Nonprofit Corporation Act, the Colorado Common Interest Ownership Act, the Amended Declaration and the Articles of Incorporation of the Association filed with the Secretary of State of Colorado, as any of the foregoing may be amended from time to time.

2. OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at Gate House 0080 Bald Eagle Way, Carbondale, Colorado, 81623. The Board of Directors, in its discretion, may fix and may change, from time to time, the location of the principal office of the Association.

2.2 Registered Office and Agent. The Colorado Nonprofit Corporation Act requires that the Association have and continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with such registered office. The registered office need not be the same as the principal office of the Association. The initial registered office and the initial registered agent are specified in the Articles of Incorporation of the Association but may be changed by the Association at any time, without amendment to the Articles of Incorporation, by filing a statement as specified by law in the Office of the Secretary of State of Colorado.

3. MEMBERS

3.1 Members. A “Member,” as defined in the Amended Declaration, is a Person, or if more than one, all Persons collectively, who constitutes the Owner of a Lot.

3.2 Memberships Appurtenant to Lots. Any person or entity, upon becoming an Owner of a Lot, shall automatically become a Member of the Association and shall be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person or entity ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred to, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors, the Association or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

3.3 Voting Rights of Members. Pursuant to the Amended Declaration, each Member shall have the right to cast one vote for each Lot owned by such Member, except as provided in Sections 3.4, 3.5, 3.6, 3.7, 3.8 and 3.9 below.

3.4 Voting by Joint Owners. Pursuant to the Amended Declaration, if title to a Lot is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. Each such Person shall be entitled to attend any meeting of Members. If only one (1) Person is present at an Association meeting, that Person is entitled to cast the vote allocated to that Lot. If more than one (1) of the Persons holding title to the Lot is present, the vote allocated to that Lot may be cast only in accordance with a majority agreement. There is a majority agreement if a vote is cast without protest being made promptly to the person presiding over the meeting by any of the other Persons holding title to the Lot. In the event of a protest being made, and a majority of the Persons holding title to the Lot cannot agree on how to cast the vote, any vote cast for that Lot shall be null and void with regard to the issue being voted upon. Such Persons holding title to the Lot shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.

3.5 Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members, the Board of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with the Colorado Uniform Arbitration Act of 1975, as the same may be amended. No dispute as to the entitlement of any Member to vote shall postpone or delay any vote for which a meeting of Members has been duly called pursuant to the provisions of these Bylaws and a quorum is present.

3.6 Suspension of Voting Rights. The Board of Directors may suspend, after Notice and Hearing, the voting rights of a Member during any period of breach by such Member of any provision of the Amended Declaration or of any Rule or Regulation adopted by the Association including, but not limited to, the failure to pay any assessment pursuant to the Amended Declaration and for a period of up to 10 days following the cure of any such breach by such Member; provided, however, such Notice and Hearing shall not be required where a Member has failed to pay any assessment levied in accordance with the provisions of the Amended Declaration.

3.7 Determination of Member Voting Percentage. Pursuant to the Amended Declaration, and notwithstanding anything to the contrary contained herein, only Members

whose voting rights are in good standing (e.g., voting rights which have not been suspended as provided herein) shall be entitled to vote on Association matters. In accordance therewith, any and all provisions contained herein requiring the approval of a requisite percentage of Members of the Association shall be deemed satisfied when the requisite percentage of Members entitled to vote has been met.

3.8 Transfer of Memberships on Association Books. Transfers of Memberships shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the Membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous owner of the Membership as the owner of the Membership entitled to all rights in connection therewith, including the rights to vote and to receive notice.

3.9 Assignment of Voting Rights to Tenants and Mortgagees. A Member may assign his or her right to vote to a tenant occupying his or her Lot or to a Mortgagee of his or her Lot for the term of the lease or the Mortgage and any sale, transfer or conveyance of the Lot shall, unless otherwise provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any tenant or Mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the Secretary of the Association.

4. MEETINGS OF MEMBERS.

4.1 Place of Members' Meetings. Meetings of Members shall be held at the principal office of the Association or at such other place, within or convenient to the Community Area, as may be fixed by the Board of Directors and specified in the notice of the meeting.

4.2 Annual Meetings of Members. Annual meetings of the Members shall be held in December of each year beginning in 1995 on such day and at such time of day as is fixed by the Board of Directors and specified in the notice of meeting. The annual meetings shall be held to transact such business as may properly come before the meeting and either to elect members of the Board of Directors or announce the results of the election of members of the Board of Directors. If the election of members of the Board of Directors shall not be held during the annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be scheduled.

4.3 Special Meetings of Members. Special meetings of the Members may be called either by the President of the Board of Directors of the Association, by a majority of the Board of Directors, or by Members holding not less than twenty percent (20 %) of the total votes of all Members entitled to vote. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

4.4 Meetings by Telecommunication. Any or all of the Members may participate in a properly noticed annual or special meeting of the Members via telecommunication, or the meeting may be conducted through the use of telecommunication or other similar means of communication, so long as all persons participating in the meeting may hear each other during

the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

4.5 Record Date. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose, the Board of Directors of the Association may fix, in advance, a date as the record date for any such determination of Members. The record date shall be not more than 50 days prior to the meeting of Members or the event requiring a determination of Members.

4.6 Notice of Members' Meetings. Written notice of any meeting shall state the place, day, and hour of the meeting, the items on the agenda, and the purpose or purposes for which the meeting is called. Notice of an annual meeting shall also include a description of any matter or matters to be considered at such meeting if such matter or matters must be approved by Members or if the Members' approval or consideration will be sought for the following: conflict of interest transactions, indemnification of a member of the Board of Directors, material budget changes, any proposal to remove an officer or member of the Board of Directors, amendment of the Declaration, the Articles of Incorporation or Bylaws by the Board of Directors or Members, merger, sale of property other than in the regular course of business, or dissolution of the Association. When giving notice of an annual or special meeting of Members, the Association shall give notice of a matter a Member intends to raise at the meeting if (i) the Association is requested in writing to do so by persons entitled to call a special meeting, and (ii) the request is received by the Secretary or President at least ten (10) days before the Association gives notice of the meeting. Written notice shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally, by e-mail or by mail, by or at the direction of the President or the Secretary of the Association or the officers or persons calling the meeting, to each Member entitled to vote at such meeting. Written notice shall be deemed given (i) when actually received or (ii) at 5:00 p.m. on the second business day after it is deposited with postage prepaid in a regular depository of the United States Postal Service, whichever is earlier. Notice may also be posted in a conspicuous place in the Community Area, such as on a notice board outside the principal office of the Association, and such notice shall be deemed to be delivered to any Member upon such posting if such Member has not furnished an address for mailing of notice to the Association. The Association shall provide notice of meetings by electronic mail to those Members who request such and provide an e-mail address.

4.7 Waiver of Notice. A waiver of notice of any meeting of Members, signed by a Member, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Member. Attendance of a Member at a meeting, either in person or by proxy, shall constitute waiver of notice of such meeting except when the Member attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

4.8 Proxies. A Member entitled to vote may vote in person or by proxy executed in writing by the Member or his or her duly authorized attorney-in-fact and filed with the Chairman of the meeting prior to the time the proxy is exercised. Any proxy may be revocable by attendance of a Member in person at a meeting or by revocation in writing filed with the Chairman of the meeting prior to the time the proxy is exercised. A proxy may be duly filed with the Chairman of the meeting either in writing by mail or delivery or by electronic facsimile

(FAX). A proxy shall automatically cease upon the conveyance by a Member of the Lot of the Member and the transfer of the Membership on the books of the Association. No proxy shall be valid: (a) 60 days after the date of its execution unless otherwise provided in the proxy; and in any event, for no more than 11 months after the date of its execution; (b) unless the proxy contains the signatures of the Members entitled to vote such interest; and (c) the proxy states the specific purpose and the specific meeting for which it was granted. Any form of proxy furnished or solicited by the Association and any form of written ballot furnished by the Association shall afford an opportunity thereon for Members to specify a choice between approval and disapproval of each matter or group of related matters which is known at the time the form of proxy or written ballot is prepared, may come before the meeting and shall provide, subject to reasonably specified conditions, that if a Member specifies a choice with respect to any such matter, the vote shall be cast in accordance therewith.

4.9 Quorum at Members' Meetings. Except as may be otherwise provided in the Amended Declaration, the Articles of Incorporation or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the presence, in person or by proxy, of Members entitled to cast at least ten percent (10%) of the votes of all Members entitled to vote shall constitute a quorum at any meeting of such Members. Members present in person or by proxy at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If the required quorum is not present in person or by proxy at any such meeting of Members, another meeting may be called, subject to the notice requirements hereinabove specified, and the presence, in person or by proxy, of Members entitled to cast at least five percent (5%) of the votes of all Members, shall, except as may be otherwise provided in the Amended Declaration, the Articles of Incorporation or these Bylaws, constitute a quorum at such meeting,

4.10 Adjournments of Members' Meetings. Members present in person or by proxy at any meeting may adjourn the meeting from time to time, whether or not a quorum shall be present in person or by proxy, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally called.

4.11 Action of Members Without a Meeting. Any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Such consents must be received by the Association within fifty (50) days after the earliest dated writing describing and consenting to the action is received by the Association, and such consents must not have been revoked. All consents must be filed with the minutes of the meeting of the Members.

4.12 Action by Written Ballot. A vote on any action that may be taken at an annual or special meeting of Members (excepting a meeting called to consider a proposed Budget) may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter which sets forth each proposed action and provides an opportunity to vote

for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet quorum requirements, state the percentage of approvals necessary to approve each matter other than election of Directors, specify the time by which the ballot must be received by the Association in order to be counted, and be accompanied by written information regarding the matter to be voted upon, all in accordance with Sections 7-127-109 of the Colorado Revised Nonprofit Corporation Act. Approval by written ballot shall be valid when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number required to approve the matter at a meeting. Written ballots shall be counted by a neutral third party. The Association's managing agent or legal counsel each constitute a neutral third party. Alternatively, written ballots may also be counted by a committee of volunteers who are not Board of Directors members, and, in the case of a contested election for a Board of Director position, shall not be candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.

4.13 Vote Required at Members' Meetings. At any meeting, if a quorum is present, a majority of the votes present in person or by proxy and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Amended Declaration, the Articles of Incorporation or these Bylaws.

4.14 Election of Directors. In an election of multiple Directors, that 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 of Directors. Pursuant to the Articles of Incorporation, cumulative voting by Members in the election of Directors is prohibited. When only one Director is being voted upon, the affirmative vote of a majority of the Members constituting a quorum at the meeting at which the election occurs shall be required for election to the Board of Directors.

4.15 Order of Business. The order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; and (d) the conducting of the business for which the meeting was called.

4.16 Chairman of Meetings. At any meeting, the Members present shall select a Chairman and Secretary of the meeting.

4.17 Expenses of Meetings. The Association shall bear the expenses of all annual and special meetings of Members.

4.18 Acceptance or Rejection of Action of Member. The Association is entitled to reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation, if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Member. The Association and its officer or agent who accepts or rejects a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of Section 7-127-204 of the Colorado Revised Nonprofit Corporation Act are not liable in damages for the

consequences of the acceptance or rejection. Any action of the Association based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation is valid unless a court of competent jurisdiction determines otherwise.

5. BOARD OF DIRECTORS.

5.1 General Powers and Duties of Board. The affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall have all powers and duties necessary for the management and supervision of the affairs of the Association. Without limiting the generality of the foregoing, the Board of Directors shall have the power to exercise or cause to be exercised for the Association, all of the powers, rights and authority of the Association, not reserved to Members, and provided in the Amended Declaration, the Articles of Incorporation, these Bylaws, the Colorado Nonprofit Corporation Act or the Colorado Common Interest Ownership Act. The Board of Directors may not, however, act on behalf of the Association to amend the Declaration, to terminate the Condominium, to elect members of the Board of Directors, but the Board of Directors may fill vacancies in its membership for the unexpired portion of the term.

5.2 Special Powers and Duties of Board. Without limiting the foregoing statement or general powers and duties of the Board of Directors or the powers and duties of the Board of Directors as set forth in the Amended Declaration, the Board of Directors of the Association shall be vested with and responsible for the following specific powers and duties:

(a) **Assessments.** The duty to fix and levy from time to time as it deems necessary Common Assessments, Special Assessments, and Reimbursement Assessments upon the Members of the Association as provided in the Amended Declaration; to determine and fix the due date for the payment of such Assessments and the date upon which the same shall become delinquent; and to enforce the payment of such delinquent assessments as provided in the Amended Declaration.

(b) **Taxes.** The duty to pay all taxes and assessments levied upon the Association Properties and all taxes and assessments payable by the Association. The Board of Directors shall also have the power to contest any such taxes or assessments in accordance with the provisions contained in the Amended Declaration

(c) **Insurance.** The duty to contract and pay premiums for fire and casualty and blanket liability and other insurance in accordance with the provisions of the Amended Declaration.

(d) **Association Property.** The duty and power to contract for and pay bills for maintenance, legal service, accounting service, gardening, common utilities and other materials, supplies and services relating to the Association Properties, tracts adjacent to the Association Properties and perimeter fencing located along the boundaries of the Community Area, and to employ personnel necessary for the care and operation of the Association Properties and tracts adjacent to the Association Properties and to contract and pay for necessary Improvements on the Association Properties.

(e) ***Agents and Employees.*** The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Amended Declaration and these Bylaws: and to fix their compensation and to require from them security for faithful service as deemed advisable by the Board.

(f) ***Borrowing.*** The power, with the approval of Members representing at least sixty-seven percent (67%) of the voting power of the Association, pursuant to the Amended Declaration (exclusive of the voting power of those Members not entitled to cast votes), to borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(g) ***Enforcement.*** The power to administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions of the Amended Declaration, the Rules and Regulations, these Bylaws, or other agreements of the Association.

(h) ***Contracts.*** The power to enter into contracts within the scope of the Board of Directors' duties and powers.

(i) ***Delegation of Powers.*** The power to delegate its powers according to law.

(j) ***Easements.*** The power to grant easements where necessary for utilities and other facilities over the Association Properties to serve the Community Area as set forth in the Declaration and to grant and convey such other easements as the Board of Directors deems prudent including, but not limited to, easements which benefit property located outside the Community Area.

(k) ***Rules and Regulations.*** The power to adopt such Rules and Regulations and policies as the Board may deem necessary for the management of the Community Area. Such Rules and Regulations and policies may concern, without limitation, use of the Association Properties; signs; parking restrictions; pet control; fishing policy; collection and disposal of refuse; minimum standards of property maintenance consistent with the Amended Declaration and the provisions of the Design Review Committee; and any other matters within the jurisdiction of the Association as provided in the Amended Declaration; provided, however, that such Rules and Regulations and policies shall be enforceable only to the extent that they are consistent with the Amended Declaration, the Articles and these Bylaws.

(l) ***Annexations.*** The power to annex additional real property to the Community Area as more fully provided in the Amended Declaration.

5.3 Qualifications of Directors. A Director may be any natural person who is either: (i) an Owner of a Lot within the Community Area; (ii) the husband, wife, or significant other of an Owner of a Lot within the Community Area; or (iii) designated in writing by a Non-natural person Owner of a Lot within the Community Area (a corporation, a partner ship, a trust, or any other entity capable of holding title to real property pursuant to the laws of the State of Colorado) and who has a demonstrably significant ownership interest in such entity making the designation.

5.4 Number of Directors. There shall be five (5) Directors of the Association.

5.5 Election and Term of Office. The five (5) Directors shall be elected as follows: Directors shall be elected by the Members. Two (2) Directors shall be elected for a term of three (3) years and one (1) Director shall be elected for a term of two (2) years. Thereafter, at the expiration of the term of office of each member of the Board of Directors and at each annual meeting, a successor shall be elected to serve for a term of three (3) years. Directors are limited to serving no more than three (3) consecutive terms but only if reelected by the Members for each successive term. Term-limited Directors must then rotate off the Board for at least one (1) year before being eligible to be reelected to the Board.

5.6 Removal of Directors. At any meeting of Members, the notice of which indicates such purpose, any Director may be removed, with or without cause, by vote of sixty-seven percent (67%) of the Members of the Association entitled to vote and a successor may be then and there elected to fill the vacancy thus created.

5.7 Resignation of Directors. Any Director may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

5.8 Vacancies in Directors. Any vacancy occurring in the Board of Directors shall, unless filled in accordance with Section 5.6, be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office.

5.9 Executive Committee. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint an Executive Committee, which shall consist of three or more Directors and which, unless otherwise provided in such resolution, shall have and exercise all the authority of the Board of Directors except authority with respect to the matters specified in the Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Act as matters which such committee may not have and exercise the authority of the Board of Directors.

5.10 Other Committees of Association. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more other committees, which may consist of or include Members who are not Directors. Any such committee shall have and exercise such authority as shall be specified in the resolution creating such committee except such authority as can only be exercised by the Board of Directors.

5.11 General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law. The provisions of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of Directors shall be applicable to meetings of committees of the Board of Directors.

5.12 Maintenance of Fidelity Insurance. In the event that the Board of Directors delegates its powers with respect to collection, deposit, transfer, or disbursement of Association funds to other persons or to a managing agent, as authorized by these Bylaws and the Colorado Common Interest Ownership Act, then in connection with such delegation of powers, the Board of Directors shall require

(a) That the other persons or managing agent maintain fidelity insurance coverage or a bond in an amount not less than 550,000 or such higher amount as the Board of Directors or Executive Committee may require;

(b) That the other persons or managing agent maintain all funds in accounts of the Association separate from the funds and accounts of other associations managed by the other persons or managing agent and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and

(c) That an annual accounting for Association funds and a financial statement be prepared and presented to the Association by the managing agent, a public accountant, or a certified public accountant.

6. MEETINGS OF DIRECTORS.

6.1 Place of Directors' Meetings. Meetings of the Board of Directors shall be held at the principal office of the Association or at such other place within or convenient to the Community Area, as may be fixed by the Board of Directors and specified in the notice of the meeting.

6.2 Annual Meeting of Directors. Annual meetings of the Board of Directors shall be held on the same date as, or within 10 days following, the annual meeting of Members. The business to be conducted at the annual meeting of Directors shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting. No prior notice of the annual meeting of the Board of Directors shall be necessary if the meeting is held on the same day and at the same place as the annual meeting of Members at which the Board of Directors is elected or if the time and place of the annual meeting of the Board of Directors is announced at the annual meeting of such Members.

6.3 Other Regular Meetings of Directors. The Board of Directors shall hold regular meetings at least quarterly and may, by resolution, establish in advance the times and places for such regular meetings. No prior notice of any regular meetings need be given after establishment of the times and places thereof by such resolution.

6.4 Special Meetings of Directors. Special meetings of the Board or Directors may be called by the President or any two members of the Board of Directors.

6.5 Notice of Meetings. Annual meetings of the Board of Directors that do not occur on the same day as the annual meeting of Members, as well as special meetings shall be preceded by at least three (3) days' notice by mail, e-mail, telephone, or personally to each Director of the date, time and place. Such notice need not describe the purpose for the meeting unless required to do so by these Bylaws. If mailed, such notice shall be deemed to be delivered at 5:00 p.m. on

the second business day after it is deposited in the mail addressed to the Director at his or her home or business address as either appears on the records of the Association, with postage thereon prepaid. If emailed, such notice shall be deemed delivered at 5:00 p.m. on the next calendar day after it is emailed. If by telephone, such notice shall be deemed to be delivered when given by telephone to the Director or to any person answering the phone who sounds competent and mature at this home or business phone number as either appears on the records of the Association. If given personally, such notice shall be deemed to be delivered upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at his or her home or business address as either appears on the records of the Association.

6.6 Waiver of Notice. A waiver of notice of any meeting of the Board of Directors, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such 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.

6.7 Meetings by Telecommunication . Any or all of the Directors or committee designated thereby may participate in a properly noticed annual, regular, or special meeting, or the meeting may be conducted through the use of telecommunication or other similar means of communication, so long as all persons participating in the meeting may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

6.8 Action of Directors Without a Meeting. Any action required to be taken or which may be taken at a meeting of Directors, may be taken without a meeting if each and every Director entitled to vote at such meeting, in writing either (i) votes for such action; or (ii) votes against such action/abstains from voting *and* waives the right to demand that action not be taken without a meeting. Action is taken under this provision only if the affirmative vote for such 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.

6.9 Proxies. A Director shall not be entitled to vote by proxy at any meeting of Directors.

6.10 Quorum of Directors. A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business.

6.11 Adjournment of Directors' Meetings. Directors present at any meeting of Directors may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than an announcement at the meeting, for a total period or periods not to exceed 30 days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which may have been transacted at the meeting as originally called.

6.12 Vote Required at Directors' Meeting. At any meeting of Directors, if a quorum is present, a majority of the votes present in person and entitled to be cast in a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Amended Declaration, the Articles of Incorporation or these Bylaws.

6.13 Order of Business. The order of business at all meetings of Directors shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business.

6.14 Officers at Meetings. The President shall act as chairman and the Board of Directors shall elect a Director or designate an agent or employee of the Association to act as secretary at all meetings of Directors.

6.15 Open Meetings of Board of Directors. All meetings of the Board of Directors are open to every Member of the Association, or to any person designated by a Member in writing as the Member's representative. At an appropriate time determined by the Board of Directors, but before the Board of Directors votes on an issue under discussion, Members or their designated representatives shall be permitted to speak regarding that issue. The Board of Directors may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board of Directors shall provide for a reasonable number of persons to speak on each side of the issue.

6.16 Executive Session. Pursuant to the Colorado Revised Nonprofit Corporation Act:

(a) Matters for discussion by an executive or closed session are limited to matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association; (ii) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client; (iii) investigative proceedings concerning possible or actual criminal misconduct; (iv) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure; (v) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; or (vi) review of or discussion relating to any written or oral communication from legal counsel.

(b) The minutes of all meetings at which an executive session was held must indicate that an executive session was held and the general subject matter of the executive session.

(c) The Board of Directors shall not adopt any change to the Association's Articles of Incorporation or Bylaws during an executive session.

6.17 Attorney-Client Privilege. Upon the final resolution of any matter for which the Board of Directors received legal advice or that concerned pending or contemplated litigation, the Board of Directors may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matters in an open meeting.

7. OFFICERS.

7.1 Officers, Employees and Agents. The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers, assistant officers, employees and agents as may be deemed necessary by the Board of Directors. The President, Vice President(s), Secretary, and Treasurer shall be Directors, but other officers need not be Directors. No person shall simultaneously hold more than one office except the offices of Secretary and Treasurer.

7.2 Appointment and Term of Officers. The officers shall be appointed by the Board of Directors at the annual meeting of the Board of Directors and shall hold office, subject to the pleasure of the Board of Directors, until the next annual meeting of the Board of Directors or until their successors are appointed, whichever is later, unless the officer resigns, or is removed earlier.

7.3 Removal of Officers. The Board of Directors, with or without cause, may remove any officer, employee or agent whenever in the Board's judgment the best interests of the Association will be served thereby. The removal of an officer, employee or agent shall be without prejudice to the contract rights, if any, of the officer, employee or agent so removed. Election or appointment of an officer, employee or agent shall not of itself create contract rights.

7.4 Resignation of Officers. Any officer may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors of the Association stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

7.5 Vacancies in Officers. Any vacancy occurring in any position as an officer may be filled by the Board of Directors. An Officer appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

7.6 President. The President shall be a member of the Board of Directors and shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall direct, supervise, coordinate and have general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of a corporation. The President shall preside at all meetings of the Board of Directors and of Members of the Association.

7.7 Vice President. The Vice President shall be a member of the Board of Directors and may act in place of the President in case of his or her death, absence or inability to act, and shall perform such other duties and have such authority as is from time to time delegated by the Board of Directors or by the President.

7.8 Secretary. The Secretary shall be a member of the Board of Directors and shall be the custodian of the records; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports and other documents and records of the Association are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of Members, of the Board of Directors and of committees of the Board; shall keep at the principal office of the Association a record of the

names and addresses of the Members; and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him or her by the Board of Directors or by the President. The Board may appoint one or more Assistant Secretaries who may act in place of the Secretary in case of his or her death, absence or inability to act.

7.9 Treasurer. The Treasurer shall be a member of the Board of Directors and shall have charge and custody of, and be responsible for, all funds and securities of the Association; shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board of Directors; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board of Directors may, from time to time, require: and, in general shall perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him or her by the Board of Directors or by the President. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of his or her death, absence or inability to act.

8. INDEMNIFICATION OF OFFICIALS AND AGENTS.

8.1 Certain Definitions. A ‘Corporate Official’ shall mean any Director, officer or Tribunal Member, as hereinafter defined and any former Director, officer or Tribunal Member of the Association. A ‘Corporate Employee’ shall mean any employee and any former employee of the Association. ‘Expenses’ shall mean all costs and expenses, including attorneys’ fees, liabilities, obligations, judgments and any amounts paid in reasonable settlement of a Proceeding. ‘Proceeding’ shall mean any claim, action, suit or proceeding, whether threatened, pending or completed, and shall include appeals.

8.2 Right of Indemnification. The Association shall indemnify any Corporate Official and any Corporate Employee against any and all Expenses actually and necessarily incurred by or imposed upon him or her to the fullest extent provided by law. The right of indemnification shall not extend to any matter as to which such indemnification would not be lawful under the laws of the State of Colorado.

(a) Standards of Conduct. The Association shall indemnify any Corporate Official and any Corporate Employee against liability incurred in or as a result of the Proceeding if the Corporate Official or Corporate Employee: (i) conducted himself or herself in good faith; (ii) reasonably believed (A) in the case of a Director acting in his or her official capacity, that his or her conduct was in the Association’s best interests, or (B) in all other cases, that the Corporate Official’s or Corporate Employee’s conduct was at least not opposed to the Association’s best interests; and (iii) in the case of any criminal proceeding, the Corporate Official and Corporate Employee had no reasonable cause to believe his or her conduct was unlawful.

(b) Settlement. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the Corporate Official or Corporate Employee did not meet the applicable standards of conduct as set forth in subsection 8.2(a).

8.3 Indemnification Prohibited. The right of indemnification shall not extend to matters as to which the Corporate Official or Corporate Employee: (i) has been adjudged liable for gross negligence or willful misconduct in the performance of the Corporate Official's or Corporate Employee's duty to the Association; or (ii) in connection with any Proceeding charging improper personal benefit to such Corporate Official or Corporate Employee, in which the party was adjudged liable on the basis that personal benefit was improperly received by such Corporate Official or Corporate Employee (even if the Association was not thereby damaged). Notwithstanding the foregoing, the Association shall indemnify such Corporate Official or Corporate Employee if and to the extent required by the court conducting the Proceeding, or any other court of competent jurisdiction to which such Corporate Official or Corporate Employee has applied, if it is determined by such court, upon application by such Corporate Official or Corporate Employee, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of this subsection 8.3 or whether or not the party met the applicable standards of conduct set forth in subsection 8.2(a), and in view of all relevant circumstances, the Corporate Official or Corporate Employee is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

8.4 Prior Authorization Required. Any indemnification under Section 8.2 (unless ordered by a court or in accordance with Section 8.5 below) shall be made by the Association only if authorized in the specific case after a determination has been made that the Corporate Official or Corporate Employee is eligible for indemnification in the circumstances because such Corporate Official or Corporate Employee has met the applicable standards of conduct, set forth in subsection 8.2(a) and after an evaluation has been made as to the reasonableness of the Expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a majority vote of a quorum of such Board, which quorum shall consist of Directors not parties to the Proceeding, or by such other person or body as permitted by law.

8.5 Success on Merits or Otherwise. Notwithstanding any other provision of this Article 8, the Association shall indemnify such Corporate Official or Corporate Employee to the extent that such party has been successful, on the merits or otherwise, including, without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any Proceeding to which the party was a party against Expenses incurred by such party in connection therewith.

8.6 Advancement of Expenses. The Association shall pay for or reimburse the Expenses, or a portion thereof, incurred by a party in advance of the final disposition of the Proceeding if (a) the party furnishes the Association a written affirmation of such party's good faith belief that he or she has met the standard of conduct described in subsection 8.2(a)(i); (b) the party furnishes the Association a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Section 8.4. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

8.7 Payment Procedures. The Association shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the Proceeding in the case of indemnification under Section 8.4 and by the written affirmation and undertaking to repay as required by Section 8.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Association denies the claim, in whole or in part, or if no disposition of such claim is made within 90 days after written request for indemnification is made. A party's Expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such Proceeding shall also be paid by the Association.

8.8 Notification to Members. Any indemnification of or advance of Expenses to a Director (but not to any other party) in accordance with this Article, if arising out of a Proceeding by or on behalf of the Association, shall be reported in writing to the Members with or before the notice of the next meeting of Members.

8.9 Authority to Insure. The Association may purchase and maintain liability insurance on behalf of any Corporate Official or Corporate Employee against any liability asserted against him or her and incurred by him or her as a Corporate Official or Corporate Employee or arising out of his or her status as such, including liabilities for which a Corporate Official or Corporate Employee might not be entitled to indemnification hereunder.

8.10 Right to Impose Conditions to Indemnification. The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Association; (b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any Proceeding made, initiated, or threatened against the party to be indemnified; and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Association

8.11 Other Rights and Remedies. The indemnification provided by this Article shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the Members or Board of Directors, agreement, or otherwise.

8.12 Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a Director, officer, or employee of the Association. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying, or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely

by reason of such repeal or amendment, eliminate, restrict, or otherwise affect the right or power of the Association to indemnify any person, or affect any rights of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Association and each party covered hereby.

8.13 Indemnification of Agents. The Association shall have the right, but shall not be obligated, to indemnify any agent of the Association not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 5.3.

8.14 Savings Clause; Limitation. If this Article or any Section or provision hereof shall be invalidated by any court on any ground, or if the Colorado Nonprofit Corporation Act is amended in such a way as to affect this Article, then the Association shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated.

9. AMENDMENT OF BYLAWS

9.1 Amendment of Bylaws by Board of Directors. The authority of the Board of Directors to alter, amend, repeal, or add to these Bylaws shall be limited to such altering, amending, repealing, or adding to these Bylaws as is required by the Colorado Revised Nonprofit Corporation Act or the Colorado Common Interest Ownership Act, as each Act may be amended from time to time, and shall only be effective upon the affirmative majority vote of the Directors. All other amendments of these Bylaws must be made, if at all, by the Members, in the manner provided in Section 9.2.

9.2 Amendment of Bylaws by the Members. The Members may amend these Bylaws. In such case, either the Board of Directors or the Members representing at least ten percent (10%) of all votes entitled to be cast on the amendment may propose an amendment to these Bylaws for submission to the Members, who must then approve the amendment by the affirmative vote of a majority entitled to vote thereon.

9.3 Prohibited Amendments, Generally. The Bylaws may contain any provision for the regulation or management of the affairs of the Association not inconsistent with law, the Amended Declaration, or the Articles of Incorporation (as amended).

9.4 Notice of Amendment. An amendment to the Bylaws when adopted shall be effective ten (10) days after notice thereof is given to the Members.

10. MISCELLANEOUS.

10.1 Compensation of Officers, Directors and Members. No Director or Officer shall have the right to receive any compensation from the Association for serving as such Director except for reimbursement of expenses as may be approved by resolution of disinterested members of the Board of Directors.

10.2 Books and Records. The Association shall keep accurate and complete accounting records, and shall also keep minutes of the proceedings of its Members, the Board of Directors, and shall keep a record of all waivers of notices of meetings of the Members and of the Board of Directors, and shall keep at its principal office a record giving the names and addresses of the Members, showing the number of votes each Member is entitled to vote. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. The Association shall also keep at its principal office copies of the records described in Section 38-33.3-317 of the Colorado Common Interest Ownership Act.

10.3 Inspection . The records of receipts and expenditures of the Board of Directors, including records of receipts and expenditures affecting Common Elements, Common Furnishings, and Fractional Ownership Unit Furnishings, and other books, records and papers of the Association, including the Amended Declaration, the Articles of Incorporation, and these Bylaws, as well as any Rules and Regulations of the Association shall be made reasonably available for inspection and copying during normal weekday business hours by the Owners, their authorized agents, their attorneys, their lenders, and to holders, insurers or guarantors of First Mortgages at the principal office of the Association. The request must be made in good faith and for a proper purpose (as defined in Section 38-33.3-317 of the Colorado Common Interest Ownership Act), and must describe with reasonable particularity the records sought and the purpose of the request, and the records must be relevant to the purpose of the request. The Association may charge a reasonable fee for copying records, which fee may be collected in advance by the Association.

10.4 Annual Report. The Board of Directors shall cause to be prepared and distributed to each Member and to each First Mortgagee who has filed a written request therefor, not later than 90 days after the close of each fiscal year of the Association, an annual report of the Association containing (a) the date that the Association's fiscal year commences; (b) the operating budget for the fiscal year; (c) a list of current assessments; (d) an income statement, including the reserve fund, reflecting income and expenditures of the Association for such fiscal year; (e) a balance sheet as of the end of such fiscal year; (f) the result of any audit; (g) a list of all Association insurance policies; (h) the Association Bylaws, Articles of Incorporation, and Rules and Regulations and policies; (i) the minutes of Board and Member meetings for the prior year; (j) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found; and (k) responsible governance policies adopted under Colorado law. Such information can be provided through the Association's web site, by maintaining hard copies at the Association's principal place of business or by mail or personal delivery. The financial statements of the Association shall be reviewed by an independent public accountant and an audit based upon such review shall be included in the annual report at least once every two years.

10.5 Statement of Account. Upon written request of an Owner of a Lot or any person with any right, title or interest in a Lot or intending to acquire any right, title or interest in a Lot, the Association shall furnish a written statement of account setting forth the amount of any unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot, the Owner of the Lot and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot. Such statement shall be issued within fourteen (14)

business days after receipt of such request by the Association and, with respect to the party to whom it is issued, shall be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have then been levied.

10.6 Annual Corporate Reports. The Association shall file with the Secretary of State of Colorado, within the time prescribed by law, annual Corporate reports on the forms prescribed and furnished by the Secretary of State and containing the information required by law and shall pay the fee for such filing as prescribed by law.

10.7 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end the succeeding December 31. The fiscal year may be changed by the Board of Directors without amending these Bylaws.

10.8 Shares of Stock and Dividends Prohibited. The Association shall not have or issue shares of stock and no dividend shall be paid and no part of the income or profit of the Association shall be distributed to its Members, directors or officers. Notwithstanding the foregoing paragraph, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

10.9 Loans to Directors and Officers Prohibited . No loan shall be made by the Association to any Director or officer, and any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

10.10 Limited Liability. As provided in the Articles of Incorporation and Amended Declaration, the Association, the Board of Directors, the Design Review Committee, and any Member, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act if the action taken or failure to act was in good faith and without malice.

10.11 Special Rights of First Mortgagees. Any First Mortgagee of a Mortgage encumbering any Lot in the Community Area, upon filing a written request therefor with the Association, shall be entitled to (a) receive written notice from the Association of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under the Amended Declaration, the Articles of Incorporation, these Bylaws or Rules and Regulations, which default is not cured within 60 days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association including any annual financial statement within 90 days following the end of any fiscal year of the Association; (d) receive written notice of all meetings of Members; (e) designate a representative to attend any meeting of Members; (f) receive written notice of abandonment or termination of the Amended Declaration; (g) receive 30 days written notice prior to the effective date of any proposed, material amendment to the Amended Declaration, the Articles of Incorporation or these Bylaws; and (h) receive immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Association Properties if the cost of reconstruction exceeds \$10,000 and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain

proceedings or other proposed acquisition with respect to any portion of the Association Properties.

10.12 Minutes and Presumptions There under. Minutes or any similar record of the meetings of Members, or of the Board of Directors, when signed by the Secretary or acting Secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

10.13 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

10.14 Execution of Documents. The Board of Directors, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

10.15 State Law & Conflicts . These Bylaws are to be governed by and construed according to the laws of the State of Colorado. Pursuant to the Articles of Incorporation, in the case of any conflict between or among the governing documents, the Amended Declaration shall control over the Articles of Incorporation, and the Articles of Incorporation shall control over these Bylaws.

11. NOTICE AND HEARING PROCEDURE.

11.1 Association's Enforcement Rights. In the event of an alleged violation by a Member ("Respondent") of the Amended Declaration, these Bylaws or the Rules and Regulations, the Board of Directors shall have the right, after Notice and Hearing as hereinafter provided, and upon an affirmative vote of a majority of all Directors on the Board, to take any one or more of the following actions: (a) levy a Reimbursement Assessment as provided in the Amended Declaration; (b) suspend or condition the right of said Member and anyone claiming through such Member to the use and enjoyment of any recreational facilities operated or maintained by the Association (to the extent any such Person is otherwise entitled to such use); (c) suspend said Member's voting privileges as a Member, as provided in the Amended Declaration; provided, however, that the Board shall be entitled to suspend a Member's voting right without Notice and Hearing in the event such Member fails to pay any assessment levied pursuant to the terms and provisions of the Amended Declaration; or (d) Record a Notice of Noncompliance against the Lot of the Respondent. Any such suspension shall be for a period of not more than 30 days for any non-continuing action, but in the case of a continuing infraction (such as nonpayment of any Assessment after the same becomes delinquent) such suspension may be imposed for so long as the violation continues. The failure of the Board or the Design Review Committee to enforce the Rules and Regulations, these Bylaws or the Amended Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies

set forth above and otherwise provided in the Amended Declaration or these Bylaws shall be cumulative and none shall be exclusive. However, any individual Member must exhaust all available internal remedies of the Association prescribed by these Bylaws and the Rules and Regulations, before that Member may resort to a court of law for relief with respect to any alleged violation by another Member of the Amended Declaration, these Bylaws or the Rules and Regulations, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Member where the complaint alleges nonpayment of Common Assessments, Special Assessments, or Reimbursement Assessments,

11.2 Written Complaint. A hearing to determine whether enforcement action under the Amended Declaration or these Bylaws should be taken shall be initiated by the filing of a written Complaint by any Member or by any officer or member of the Board of Directors or the Design Review Committee with the President of the Association or other presiding member of the Board. The Complaint shall contain a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged and a reference to the specific provisions of the Amended Declaration, these Bylaws or the Rules and Regulations which the Respondent is alleged to have violated.

11.3 Notice of Complaint and Notice of Defense. A copy of the Complaint shall be delivered to the Respondent in accordance with the notice provisions set forth in the Amended Declaration, together with a statement which shall be substantially in the following form:

“Unless a written request for a hearing signed by or on behalf of the person named as Respondent in the accompanying Complaint is delivered or mailed to the Board of Directors within 15 days after the Complaint was served upon you, the Board of Directors may proceed upon the Complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense’ to the Board of Directors at the following address: c/o

Attn: _____. You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses or witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession custody or control of the Board of Directors, you may contact _____.

The Respondent shall be entitled to a hearing on the merits of the matter if the Notice of Defense is timely filed with the Board of Directors. The Respondent may file a separate statement by way of litigation, even if he does not file a Notice of Defense.

11.4 Tribunal. The President shall appoint a hearing Committee (“Tribunal”) of three natural Persons (the “Tribunal Members”) upon receipt of a written Complaint as provided in Section 11.2 of these Bylaws. Members of the Tribunal need not be Members of the Association. In appointing the members of the Tribunal, the President should make a good faith effort to avoid appointing next door neighbors of the Respondent or any Members of the Association who are essential witnesses to the alleged violation giving rise to the Complaint. The decision of the

President shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence at the hearing. In the event of such a challenge, the Board of Directors shall meet to determine the sufficiency of the challenge, without the President voting. If such a challenge is sustained, the President shall appoint another member to replace the challenged member of the Tribunal. All decisions of the Board of Directors in this regard shall be final. The Tribunal shall elect a Chairman and appoint a hearing officer who shall take evidence and ensure that a proper record of all proceedings is maintained. There shall be no liability imposed upon any member of the Tribunal for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Tribunal unless due to the willful misconduct of the party to be held liable.

11.5 Notice of Hearing. The Tribunal shall serve a Notice of Hearing, as provided herein, on all parties at least 10 days prior to the hearing, if such hearing is requested by the Respondent. The hearing shall be held no sooner than 30 days after the Complaint is mailed or delivered to the Respondent as provided in Section 11.3 of these Bylaws. The Notice of Hearing to the Respondent shall be substantially in the following form but may include other information:

“You are hereby notified that a hearing will be held before a Tribunal appointed by the President of The Homeowners Association at Aspen Glen at _____, Colorado, on the day of _____, 20__, at the hour of ____ upon the charges made in the Complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association.”

11.6 Hearing.

(a) Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(b) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine witnesses on any matters relevant to the issues; to impeach any witness; and to rebut the evidence against him or her. If respondent does not testify in respondent's own behalf, he or she may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence in which responsible Persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall

be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitive evidence shall be excluded.

(d) Neither the accusing Member or the Respondent must be in attendance at the hearing. The hearing shall be open to attendance by all Members of the Association to the extent of the permissible capacity of the hearing room.

(e) In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Amended Declaration, these Bylaws, the Rules and Regulations, or the working of the Association. Persons present at the hearing shall be informed of the matters to be noticed by the Tribunal, and these matters shall be made a part of the record of proceedings.

(f) The Tribunal may grant continuances on a showing of good cause.

(g) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear the case and the hearing officer shall replace the withdrawing member.

11.7 Decision. If the Respondent fails to file a Notice of Defense as provided in Section 11.3 of these Bylaws, or fails to appear at a hearing, the Tribunal may take action based upon the evidence presented to it without notice to the Respondent. However, the Respondent may make any showing by way of mitigation. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with these Bylaws. After all testimony and documentary evidence has been presented by the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. Disciplinary action and levy of a Reimbursement Assessment under the Amended Declaration, these Bylaws or Rules and the Regulations shall be imposed only by the Board of Directors and in accordance with the findings and recommendations of the Tribunal. The Board of Directors may adopt the recommendations of the Tribunal in their entirety or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent enforcement action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective 10 days after it is served upon the Respondent, unless otherwise ordered in writing by the Board of Directors. The Board may order reconsideration at any time within 15 days following service of its decision on the involved persons, on its own motion or on petition by any party. However, no action against the Members arising from the alleged violation shall take effect prior to the expiration of the later of (a) 15 days after the Member's receipt of the Notice of Hearing; or (b) five days after the hearing required herein.

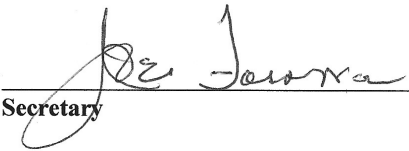
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of The Homeowners Association at Aspen Glen, a Colorado non-profit corporation ("Association"); and

2 The foregoing Bylaws constitute the Bylaws of the Association duly adopted by unanimous consent of the Board of Directors of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 7 day of November 2017.


Secretary