

**AMENDED AND RESTATED BYLAWS
OF
BUCKHORN RANCH ASSOCIATION, INC.
a Colorado nonprofit corporation**

**ARTICLE I
Purpose**

1.1 Name. The name of the corporation is Buckhorn Ranch Association, Inc., a Colorado nonprofit corporation formed on February 5, 1993, by filing the Articles of Incorporation with the Colorado Secretary of State.

1.2 Purpose and Objective. The purpose for which this nonprofit corporation is formed is to govern Buckhorn Ranch, a common interest community, located in Crested Butte, Colorado in accordance with the Colorado Common Interest Community Act, C.R.S. § 38-33.3-101, *et seq.* (The Act), and the terms and conditions of the Articles of Incorporation, Bylaws and Declaration of Protective Covenants Protective Covenants, as each may be amended from time to time.

1.3 Compliance with Bylaws. All present or future Owners, tenants or future tenants, or any other person who may use the facilities of the Association are subject to these Amended and Restated Bylaws (Bylaws). The mere acquisition or rental of any Lots or Units, whether residential or commercial within Buckhorn Ranch or the mere act of occupancy thereof shall signify that these Bylaws are accepted, ratified and will be complied with.

1.4 Registered Office and Agent. The Association shall maintain a registered office and registered agent within the State of Colorado. The registered office need not be the same as the principal office of the Association. The registered office and agent may be changed by the Association at any time.

**ARTICLE II
Membership**

2.1 Automatic Membership. The owner (Owner) of a Lot or Unit shall upon becoming such Owner be entitled and required to be a member of the Association and shall remain a member (Member) for the period of his or her ownership. Such membership shall be appurtenant to the Lot or Unit and shall be transferred automatically by a conveyance of that Lot or Unit to any new Owner.

2.2 Voting. Each Lot shall be entitled to one vote. In the event there are multiple owners of a Lot, the vote must be cast as only a single vote.

2.2.1 Voting Rights. Members shall be entitled to vote on matters as provided for in the Declaration, Bylaws, Articles of Incorporation, or pursuant to law so long as such Members are in good standing with the Association.

2.3 Transfer. No person other than an Owner of a Lot or Unit may be a Member of the Association. A membership may not be transferred except in connection with the conveyance or transfer of a Lot or Unit; provided however that such membership may be assigned to the holder of a deed of trust or mortgage as further security for the loan secured by the lien of the mortgage holder upon the Lot or Unit.

2.4 Person. The term "person" for the purpose of membership shall include a corporation, partnership, limited liability company, trust, joint venture or other legal entity that has valid title to a Lot or Unit. Any officer, director, shareholder, member, partner or trustee of any such entity may exercise the membership rights of the entity, such as voting, and shall further be entitled to serve on the Board of Directors (Board) and as an officer of the Association.

2.5 Termination. Such membership shall terminate without any formal action whenever such person ceases to own a Lot or Unit, but such termination shall not relieve or release any such Owner from any liability or obligation incurred under or in any way connected with Buckhorn Ranch Association, Inc. during the period of such ownership and membership in the Association, or impair any such remedies which the Association or others may have against such former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE III **Member Meetings**

3.1 Annual Meeting of the Members. The annual meeting of the Members shall be held on a date and at a location and at a time set forth in the notice of said meeting. At the annual meeting, the Members shall elect the Board, as necessary, and transact such other business as may properly come before them. Members may attend meetings by telephone, by electronic or internet means, or in person. A person attending by phone, electronic, or internet means is deemed to present in person at a meeting.

3.2 Special Meetings of the Members. Special meetings of the Members may be called at any time by a majority of the Board, the President, or by the Members having twenty percent (20%) or more of the aggregate votes in the Association.

3.3 Budget Meetings. Meetings of Members to consider proposed annual budgets shall be called in accordance with the Act. The budget may be considered at the annual meeting of the Members or a special meeting of the Members called for that purpose or other purposes as well. Within 90 days after the adoption by the Board of a proposed budget, the Board shall mail by ordinary first class mail, or otherwise deliver, such as by electronic means, a summary of the budget and shall set a date for a meeting for the Members to consider the budget with notice delivered pursuant to Section 3.4 below. Unless the Declaration of Protective Covenants, as the same may be amended from time to time, requires otherwise, the budget proposed by the Board does not require approval from the Members and it will be deemed approved or ratified by the Members in the absence of a veto at the noticed meeting by a majority of all members, whether or not a quorum is present. In the event a proposed budget is vetoed, the budget last proposed by the Board and not vetoed by the Members must be continued until subsequent budget proposed by the Board is not vetoed by the Members.

3.4 Notice. Written notice of each meeting of the Members shall be given not less than thirty (30) days nor more than fifty (50) days in advance of any meeting of the Members. The Secretary, or such other designated agent, shall cause notice to be hand delivered or sent by prepaid United States mail to the mailing address of each Member, or to any other address

specified in writing by the Member. The notice of any meeting of the Members shall be physically posted in a conspicuous place at Buckhorn Ranch, provided such posting is feasible, in addition to electronic notices or electronic posting. In addition to hand delivery or mailing by United States Mail, notice shall also be delivered by electronic mail to those Members who have provided their electronic mail addresses to the Association. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendments to these Bylaws or the Declaration of Protective Covenants (Declaration), any budget changes, and any proposal to remove an officer or director of the Board. In the case of a special meeting, the notice shall specify the reason for the special meeting. A Member may waive notice of any meeting. Such waiver shall be in writing and signed by the Member waiving said notice. Materials to be considered at any Member meeting shall be delivered to the Members at least then (10) days prior to the meeting, or made available on the Association's website for review. Materials for meeting may be amended prior to any Member meeting, which amendments shall be communicated to Members as needed.

3.5 Quorum. The presence of a Member in person or by proxy of Association Members constituting twenty percent (20%) of the votes in good standing of the Association shall constitute a quorum for the purpose of transacting business, unless otherwise required or by these Bylaws, the Declaration or pursuant to law.

3.6 Manner of Acting. If a quorum is present, a majority vote of the Members present at such meeting in person or by proxy and entitled to vote on the subject matter shall be the act of the membership, except as otherwise required by the Articles of Incorporation, the Declaration, or by law. Cumulative voting is not permitted.

3.7 Action by Written Ballot. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot shall state each proposed action and provide an opportunity to vote for or against such action. Approval by written ballot shall only be valid when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by the ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements, state the percentage necessary to approve each matter, other than the election of directors to the Board, state the date and time by which the ballots must be received in order to be counted, and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. Written ballots maybe revoked at any time prior to the end of the time period stated thereon or prior to the end of the meeting. Action taken by written ballot has the same effect as action taken at a meeting of the Members and may be described as such in any document.

3.8 Agendas. Agendas for annual meetings and special meetings shall be made available to all Members or their representatives for examination prior to the meeting.

3.9 Speaking. At an appropriate time determined by the Board, but prior to its action on any issue under discussion, Members or their designated representatives shall be permitted to speak regarding an issue. The President of the Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person wishes to address an issue

and there are opposing views, the President shall provide for a reasonable number of persons to speak on each side of the issue. Speaking shall also be governed by any policy adopted by the Board addressing conduct of meetings.

3.10 Adjournment. If a quorum is not established, the President or other member of the Board may adjourn the meeting. If the new date, time and place of the meeting is announced at the meeting before adjournment, notice need not be further given. If not announced, Section 3.3 shall apply. Any business may be transacted which may have been transacted at the original meeting.

3.11 Voting by Entities and by the Association. The vote of a corporation, limited liability company, trust or other legal entity may be cast by a director, member, manager, officer, trustee, or owner of said entity in the absence of express notice of designation of a specific person by said entity. The vote of a partnership may be cast by any general partner of the partnership in the absence of express notice of designation of a specific person by said partnership. The Board of Directors may require reasonable evidence that a person voting on behalf of an entity, partnership or trust is qualified to cast said vote. Votes allocated to a Lot or Unit owned by the Association may not be cast.

3.12 Voting by Proxy. A Member entitled to vote may vote by proxy. A Member may appoint a proxy executed in writing by the Member or by his or her duly authorized attorney in fact. Such proxy shall be filed with the Secretary or other duly designated agent of the Association before or at the meeting. The appointment of a proxy shall be effective upon receipt by the Association. No proxy shall be valid eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy shall automatically terminate upon a Member's conveyance of his or her Lot or Unit. A Member may designate thereon whether the proxy pertains to a particular meeting or issue. A Member may revoke a proxy in writing pursuant to law. The Association may reject a proxy if there is a reasonable and good faith basis to doubt the signature's validity.

3.13 Suspension of Voting Rights and Good Standing Defined. Any Member who is not in good standing with the Association as of the record date, pursuant to Article 3.13, shall not be permitted to vote for the period of time during which said Owner is not in good standing. For the purpose of this provision and these Bylaws, "good standing" means in current compliance with the governing documents of the Association, including the Declaration, Bylaws, Rules and Regulations, and Policies, and current on payment of assessments or dues.

3.14 Order of Business. The order of business at the annual meeting and as applicable to any special meeting shall be as follows:

- Roll call
- Proof of Notice
- Establishment of Quorum
- Approval of any unapproved minutes
- Reports of officers and committees, if any
- Election of directors
- Unfinished business
- New business
- Adjournment

3.15 Record Date. The record date for the purpose of determining the Members entitled to notice of a Member meeting and to vote at a Member meeting shall be fifteen (15) days prior to a Member meeting. A determination of Members entitled to notice of or vote at a meeting of the Members is effective for any adjournment of the meeting unless the Board fixes a new date for the right to notice or the right to vote, which it must do if the meeting is adjourned to a date more than 120 days after the record date for determining Members entitled to notice of the original meeting.

ARTICLE IV

Board of Directors

4.1 Number of Directors. The affairs of the Association shall be governed by a Board of Directors (Board). The number of directors shall be at least five (5), but no more than nine (9). The number of directors may be increased or decreased by amendment to these Bylaws. Persons appointed or elected to the Board shall not be involved in any litigation against the Association or other Board members at the time of election or appointment to the Board.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Such powers and duties shall include but need not be limited to the following:

4.2.1 Exercise all power, duty and authority vested in or delegated to the Board under the Articles of Incorporation, Bylaws of the Association, Declaration, Design Review Guidelines, or pursuant to law.

4.2.2 Adopt Bylaws, Responsible Governance Policies (Policies), and Rules and Regulations for the Association.

4.2.3 Adopt and amend budgets for revenues, expenditures, and reserves.

4.2.4 Fix, collect and enforce all assessments as provided for in the Declaration and in the Policies, including charges for late payments, recover reasonable attorneys' fees and other legal costs of collection of assessments and other actions to enforce the power of the Association, regardless of whether suit is initiated.

4.2.5 Mandatorily suspend the voting rights and other privileges of any Member not in good standing with the Association pursuant to Section 3.13 above. .

4.2.6 Enforce the Declaration, Bylaws, Design review Guidelines, Rules and Regulations and Policies, including but not limited to levying, after notice and hearing, a reasonable fine for a violation of the Declaration, Bylaws, Design Review Guidelines, Rules and Regulations or Policies of the Association.

4.2.7 Impose liens against any Lot or Unit owned by a Member who is not current in his or her payment of dues, assessments, fines, and other monetary obligations as set forth in the Declaration, Policies or Rules and Regulations of

the Association.

4.2.8 Make contracts and incur liabilities.

4.2.9 Grant easements, licenses, leases and concessions for any period of time through and over the Common Areas or the open space.

4.2.10 Cause additional improvements to be made as part of the Common Areas or the open space.

4.2.11 Acquire, hold, encumber and convey in the Association's name, any right, title, interest to real estate or personal property, but Common Areas or open space may be conveyed or subjected to a security interest only pursuant to law.

4.2.12 Assign future income.

4.2.13 Regulate the use, maintenance, repair, replacement, modification and of the Common Areas or open space within Buckhorn Ranch.

4.2.14 Hire and discharge managing agents.

4.2.15 Hire, supervise, and fire personnel necessary for the management, maintenance and operation of Buckhorn Ranch and Buckhorn Ranch Association Inc., the common areas and facilities, and open space.

4.2.16 Appoint committees to assist in Association matters, as appropriate.

4.2.17 Approve lot clustering or combination for adjacent lots and related changes to a building envelope as that term is defined the Design Review Guidelines and the Declaration, as they may be amended from time to time.

4.2.18 Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements for unpaid assessments.

4.2.19 Provide for indemnification of its directors and officers and maintain directors and officers insurance, as well as procure general liability insurance for Buckhorn Ranch Common Areas or open space and other property owned by the Association, which premium and deductible therefore shall be a common expense.

4.2.20 Commence and maintain, in its own name, on its own behalf, or in the names and on behalf of Buckhorn Ranch Members who consent thereto, suits and actions to restrain and enjoin any breach or threatened breach of the Declaration, Design Review Guidelines, or Rules and Regulations of the Association.

4.2.21 Cause to be kept a complete record of all corporate actions and affairs.

4.2.22 Exercise any and all powers and duties granted to the Association by the Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Act, as the same now exists or as may hereafter be amended from time to time.

4.2.23 Exercise any other power permissible under applicable Colorado law.

4.2.24 Exercise any other powers necessary and proper for the governance, administration and operation of the Association.

4.3 Qualifications. All directors shall be Members of and in good standing with the Association. No director may serve on the Board at any time when said director and the Association are adverse parties in active litigation. All Board members shall be bonded.

4.4 Term of Office. Directors shall be elected at each annual meeting by the Members, and shall serve for a term of three (3) years or until their successors have been elected and qualified. Terms shall be staggered. In order to establish staggered terms, the Directors may determine which among them shall serve for a two year or there term. Directors shall be subject to term limits of three (3) terms at three years per term, without at least a one-year absence from the Board. After a one year absence from the Board, an individual is qualified to again serve on the Board subject to Section 4,3 above.

4.5 Nominations and Elections. Elections for the Board shall generally occur at the annual meeting of the Members, and shall be by secret written ballot with the person receiving the highest amount of votes for such director vacancy being declared elected. Candidates for the Board shall be nominated as follows:

4.5.1 The Board shall appoint a nomination committee comprised of at least three people, at least one of whom shall be a current director. Nominations for open positions on the Board shall be taken by the nomination committee in accordance with any policy adopted thereby. Candidates may also be nominated from the floor. In so doing, the nominated candidate must articulate to those present at the meeting why he or she would be well suited to serve on the Board of Directors.

4.6 Secret Written Ballot. At the discretion of the Board, or upon request of 20% of the Members who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting Buckhorn Ranch on which Owners are entitled to vote, shall be by secret written ballot. The results of a vote taken by secret written ballot, including for the election of a director pursuant to Section 4.5 above, shall be reported without reference to the names, addresses or other identifying information of Members participating in such vote. Such ballots shall be counted by a neutral third party or a committee of volunteers. In the case of an election of directors, the volunteers shall not be Board members or candidates. Volunteers shall be Owners and shall be selected or appointed at an open meeting, in a fair manner, by the President or Vice-President of the Board.

4.7 Vacancies. The Board is empowered to fill any vacancy that may occur in its own body, or among the officers of the Association, and the person so appointed to such office shall

hold that office until the expiration of the term of his or her predecessor. Any vacancy in the Board and any directorship to be filled by reason of increase in the members of the Board may be filled by an affirmative vote of a majority of the remaining directors, though less than a quorum of the Board. Any directorship filled due to an increase in the members on the Board shall only be for a term until the next election of directors occurs or at the next annual meeting of the Members.

4.8 Quorum and Manner of Acting. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by the Articles of Incorporation, the Declaration, or law. Board members may vote by directed proxy so long as such proxy appointment is executed in writing and the proxy is for another Board member. Such proxy shall be filed with the President or Secretary or other duly designated agent of the Association before or at the meeting. No proxy shall be valid eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy may be revoked in writing pursuant to law. The Board may reject a proxy if there is a reasonable and good faith basis to doubt the signature's validity.

4.9 Compensation. No director, officer or member of any Board-delegated committee shall be entitled to receive any compensation as a director, officer or member of any Board-delegated committee of the Association; provided, however, that he or she may be reimbursed for any actual expenses incurred in the performance of his or her duties as a director so long as such expense is approved by the Board prior thereto.

4.10 Annual Meetings. The annual meeting of the Board shall be held without other notice than this Bylaw immediately before or after and at the same place as the annual meeting of the Members of the Association.

4.11 Regular and Special Meetings. Regular meetings shall be held quarterly throughout the calendar year at a time and place to be designated in the notice of such meetings. Special meetings shall be held as needed and called by the President or a majority of directors.

4.12 Telephonic and Electronic Meetings. All members of the Board may participate in a Board meeting by telephonic or electronic means or similar communications equipment by which all persons participating in the meeting can hear and communicate with each other at the same time. Such participation shall constitute presence in person at the meeting.

4.13 Action Without Meeting. The Board may act without a meeting if notice is transmitted in writing to each and every member of the Board, and each Board member by the time stated in the notice:

4.13.1 Votes for such action, votes against such action, abstains from voting, or fails to respond or vote; and fails to demand in writing that action not be taken without a meeting. Any such notices or writings may be transmitted electronically.

4.13.2 The notice required by this Section shall state:

- a. the action to be taken;
- b. the time by which the director must respond;
- c. that failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice and failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and
- d. any other matters the Association determines to include.

4.13.3 Action may be taken under this Section 4.13 only if, at the end of time stated in the notice as set forth above, 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 the directors then in office were present and voted and the Board has not received a written demand by a director that action not be taken without a meeting, other than a demand that has been revoked. Any such vote shall be initiated by the President or Secretary.

4.13.4 Action taken hereunder shall have the same effect as action taken at a meeting of the Board, and may be described as such.

4.14 Open Meetings. All meetings of the Board are open to every Member of the Association and their representatives as designated by a Member in writing. Notices of Board meetings, including agendas, shall be posted on the Association's website. However, executive sessions held pursuant to C.R.S. § 38-33.3-308(3), as the same may be amended from time to time, are closed to membership attendance, save members of the Board.

4.15 Notice and Waiver of Notice. Except as otherwise stated herein, notice of any meeting of the Board, whether regular or special, shall be given at least two (2) days prior thereto for emergency matters and seven (7) days prior thereto for non-emergency matters, by written notice delivered personally to a director, mailed to each director by United States mail, or delivered by electronic mail at his or her address as shown on the membership roll of the Association. The notice need not state the purpose of the meeting unless otherwise required by these Bylaws. Any director may waive notice of any meeting. Such waiver must be in writing. However, the attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board must be specified in a waiver of notice of such meeting.

4.16 Adjournment. The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary in the interest of the Association, provided that no meeting may be adjourned for a period longer than thirty (30) days.

4.17 Resignation. A director may resign from his or her position on the Board at any time by delivering written notice thereof to the President of the Board, or the Vice-President. Such resignation shall be effective upon receipt unless the notice sets forth a different effective date. Acceptance of such resignation shall not be necessary to make the resignation effective.

4.18 Removal. At any regular or special meeting of the Members, any director may

be removed by a vote of 67% of all persons present and entitled to vote at which a quorum is present.

ARTICLE V

Officers

5.1 Number. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be members of the Board.

5.2 Duties.

5.2.1 President. The President shall preside at all meetings of the Association and of the Board and shall act as the Chairman thereof; shall perform such other duties as may be prescribed in these Bylaws or assigned to him or her by the Board; and shall coordinate the work of the other officers to promote the purposes of the Association. He or she shall perform such other duties as prescribed by law.

5.2.2 Vice-President. The Vice-President shall act as an aid to the President and shall perform the duties of the President in the absence or disability of that officer.

5. 2.3 Treasurer. The Treasurer shall have custody of all funds of the Association; shall keep a full and accurate account of receipts and expenditures; and shall make disbursements in accordance with the approved budget, as authorized by the Board; shall prepare or assist in the preparation of a budget and present a financial statement at all times when requested by the Board. He or she or the agent thereof shall make a full report at the annual meeting of the Association, which may be subject to audit at the direction of the Board and shall be responsible for the maintenance of such books of account and records as conform to the requirements of these Bylaws and applicable federal and state laws.

5.2.4 Secretary. The Secretary or his or her agent shall take and preserve minutes of all meetings of the Board and of the Association; shall notify the Board members of all meetings; shall answer all correspondence and have custody of all files, records and other corporate documents and be responsible for their safe keeping; and shall perform all duties imposed by law for the secretary of a nonprofit corporation or imposed by the Board.

5.2.5 Designation of Agent. The Board may designate an agent to perform the duties of Secretary and the duties of the Treasurer.

5.3 Appointment of Officers and Term. The officers set forth herein shall be appointed by the Board at the annual meeting of the Board following the annual meeting of the Members, and shall hold office for a one year term or until their successors have been elected and qualified. The person receiving the majority of votes cast for such office shall be declared elected for the same.

5.4 Vacancy. A vacancy in any office because of the death, resignation, removal, disqualification or inability to act shall be filled by the Board for the unexpired portion of the term of that office. An officer may be removed by the Board with or without cause.

5.5 Compensation. No compensation shall be paid to officers for their services as officers to the Association. Notwithstanding the foregoing, officers shall be reimbursed for expenses incurred on behalf of the Association, with prior approval given by the Board therefore.

ARTICLE VI

Contracts, Loans, Checks and Deposits

6.1 Contracts. The Board by majority vote may authorize by resolution any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

6.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances. Loans by the Association to a director are expressly prohibited.

6.3 Checks, Drafts, Negotiable Instruments. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by the President or Treasurer, or the agent designated by the Board.

6.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may elect.

ARTICLE VII

Indemnification

7.1 Mandatory. The Association shall indemnify a person made a party to a proceeding because the person was or is a director, officer or a committee member against liability incurred in the proceeding if:

7.1.1 The person's conduct was in good faith; and

7.1.2 The person reasonably believed:

a. in the case of conduct in an official capacity with the Association, that the conduct was in the Association's best interests; and

b. in all other cases, that the conduct was at least not opposed to the Association's best interests; and

- c. in the case of any criminal proceeding, the person had no reasonable cause to believe that the conduct was unlawful.

7.1.3 The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described herein.

7.2. No Indemnification. The Association shall not indemnify a person:

7.2.1 In connection with a proceeding by or in the right of the Association in which the director, officer or committee member was adjudged liable to the Association; or

7.2.2 In connection with any other proceeding charging that the director, officer or committee member derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the person was adjudged liable on the basis that he or she derived an improper personal benefit.

7.3 Determination. The Association may not indemnify a person under Section 7.1 above, unless authorized in a specific case after a determination has been made that indemnification of a director or officer or committee member is permissible in the circumstances because he or she has met the standard of conduct as set forth in Section 7.1 above. Otherwise, a determination to indemnify a director, officer or committee member shall be made pursuant to C.R.S. § 7-129-106 (2), as the same may be amended from time to time.

7.4 Successful on the Merits. The Association shall indemnify a person who is wholly successful on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person was or is a director, officer or committee member, against reasonable expenses incurred by the person in connection with the proceeding.

7.5. Reimbursement. The Association may pay for or reimburse the reasonable expenses incurred by a director, officer or committee member who is a party to a proceeding in advance of final disposition of the proceeding if:

7.5.1 He or she furnishes to the Association a written affirmation of the director, officer or committee member's good faith belief that he or she has met the standard of conduct described in Section 7.1 above;

7.5.2 He or she furnishes to the Association a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct herein; and

7.5.3 A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article VIII.

The Association shall not advance expenses to a person unless authorized in a specific case after the written affirmation and undertaking set forth above in Sections 7.5.1

and 7.5.2 are received and the determination required by Section 7.5.3 has been made.

7.6 Expenses. Expenses shall mean reasonable expenses, such as costs, liabilities, judgments, obligations, fines and any amounts paid in reasonable settlement of a proceeding, whether threatened, pending, or completed, and whether civil, criminal, administrative or investigative and shall include appeals.

7.7 Notice. The Association shall give written notice to its Members if it indemnifies or advances expenses to a director, officer or committee member pursuant to C.R.S. § 7-129-110, as the same may be amended from time to time.

ARTICLE VIII

Association Records

8.1 Permanent Records. The Association shall keep the following as a permanent record: 1) minutes of all Member and Board meetings; 2) a record of all actions taken by the Members or the Board without a meeting; 3) a record of all actions taken by a committee of the Board; and 4) a record of all waivers of meeting notices of Members, the Board, or any committee of the Board.

8.2 List. The Association must maintain a record of all Members and their addresses, as well as the number of votes each Member is entitled to vote. Any lists and dissemination thereof shall be in accordance with the Association's policy on record retention, inspection and copying.

8.3 Written Form. Association records must be maintained in written form or in another form that can be converted into written form.

8.4 Inspection of Records. In addition to those documents set forth in C.R.S. § 38-33.3-209.4(2), the Association must make certain records available during normal business hours, with 21-day notice for examination and copying by an Owner in accordance with its Record Retention, Inspection and Production Policy.

8.5 Governing Documents. In addition to permanent records that the Association is required to keep, the Association must keep a copy of each of the following documents, including any amendments thereto, and records at its principal office: 1) the Articles of Incorporation; 2) the Bylaws; 3) the Declaration including any amendments thereto, and the Condominium Maps and Plats, including any amendments thereto; 4) Design review Guidelines; 5) resolutions adopted by the Board that affect Members; 6) the minutes of all Member meetings and records of action taken by the Members without a meeting for the past three (3) years, when applicable; 7) all written communications within the past 3 years to Members; 8) a list of the names and addresses, business and home, of its current directors and officers; 9) its most recent annual report; and 10) financial statements for the last three years. The Association shall also keep at its principal office a copy of any Rules and Regulations and Policies adopted by the Board.

ARTICLE IX
Fiscal Year

The fiscal year of the Association shall be the calendar year of each year.

ARTICLE X
Transactions with Interested Directors

A "transaction with interested directors" is one to which the Association is a party and in which one or more of the directors has a material financial interest. It shall be the obligation of the director(s) to inform the Association, as soon as the interest is known or suspected, when such a transaction exists. The Board shall not approve such a transaction except as follows: the Board may approve a transaction with an interested director(s) if the Board determines, with sufficient findings, that the transaction is undertaken for the Association's own benefit, and is fair and reasonable to the Association; and the Board determines after reasonable investigation that this Association could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made by the Board, in good faith, with knowledge of material facts concerning the transaction and the interested director's(s') interest in the transaction. The interested director(s) may participate in the discussions but shall not vote on the subject transaction and issue. The Board in any event shall comply with the Policy for Conflicts of Interest adopted by the Association.

ARTICLE XI
Obligation of Owners

11.1 Assessments. Except as is otherwise provided in the Declaration, all Owners shall be obligated to pay the regular and special assessments or dues imposed by the Association to meet the common expenses of the Association as set forth in the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of the Members, within the meaning of these Bylaws, if and only if, such Member has fully paid all assessments or dues made or levied against such Member and the subject Lot or Unit as of the record date, pursuant to Article 3.13, in addition to complying with other requirements under the governing documents. The Association shall have the authority to impose liens for nonpayment as set forth herein, in the Declaration, and pursuant to law.

11.2 Compliance with Governing Documents. Each Owner, by virtue of being an Owner, shall comply with the Declaration, Rules and Regulations, and Policies governing the Association. The Board has the power to enforce compliance with such governing documents as may be necessary for the operation, use and occupancy of Buckhorn Ranch with the right to amend the same from time to time.

ARTICLE XII
Lien for Non-Payment

12.1 Lien. All costs, charges, assessments, dues and fees billed by the Association and not paid as specified under the Declaration or as set forth on the invoice, together with interest, late fees or fines thereon as set forth in the Declaration or other Association document, shall constitute a lien on the Lot or Unit of the non-paying Owner in favor of the Association.

Such lien shall be superior to all other liens and encumbrances upon such Lot or Unit except only:

12.1.1 Tax and assessment liens on the Lots or Units, or any liens of any governmental authority; and

12.1.2 All sums unpaid on a first mortgage or deed of trust of record.

12.2 The Act. Provided further, the Association shall have all such powers granted to it as to the enforcement, lien priority, and rights of collection as are set forth in the Colorado Common Interest Ownership Act as it now exists and as may be hereafter amended from time to time.

12.3 Statement of Lien. To evidence such lien, the Association may prepare a written notice of lien setting forth the amount of the unpaid charge, costs, assessment, dues, fees, interest, fine or other charge, the name and address of the record Owner of the Lot or Unit and a legal description of the Lot or Unit. Such notice shall be recorded in the official records of Gunnison County, Colorado. Such lien shall attach from the date of failure of payment of the invoice then due, and will include the amount remaining unpaid, accrued interest and late fees thereon, and all fees and costs incurred by the Association in the preparation and recording of said notice of lien and a release thereof. Said lien may be enforced by foreclosure in the same manner as foreclosure of a mortgage. In such foreclosure, the Owner shall be required to pay the costs and expenses for such proceedings, the costs and expenses for filing the notice of lien and all reasonable attorneys' fees and costs incurred by the Association. The Owner shall also be required to pay to the Association the dues for the Lot or Unit during the period of foreclosure. The Association shall have the power to bid on the Lot or Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

12.4 Collections Policy. The Association shall comply with its policy on collections prior to initiating any legal action, including the filing of a lien, with respect to a delinquent Owner.

ARTICLE XIII **Enforcement**

13.1 Abatement and Enjoinment of Violation of Owners. The violation or breach of any of the governing documents, including the Rules and Regulations or Policies, shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

13.1.1 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Such defaulting Owner shall be liable for reasonable attorneys' fees and costs incurred by the Association in such action; or

13.1.2 To enter upon the Lot or Unit, in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that is existing and creating a danger to other Owners or Members, Common Areas, open space, or other Association property contrary to the intent and meaning of the governing documents. The Board shall not be deemed liable

for any manner of trespass by this action.

13.1.3 In addition to the foregoing, the Association shall comply with its Policy on Enforcement of Covenants.

ARTICLE XIV **Amendments**

14.1 Articles of Incorporation. The Articles of Incorporation may be amended by the Members or the Board, pursuant and subject to the Colorado Nonprofit Corporation Act, as the same may be amended from time to time.

14.2 Bylaws. The Board of Directors, by majority vote thereof, may amend the Bylaws at any time to add, change or delete a provision, following notice and comment to all Members, unless:

14.2.1 The amendment would change the quorum or voting requirement for Members; or

14.2.2 The amendment would increase the quorum or voting requirements for the Board, in which case the Board or the Members may adopt the amendment.

14.2.3 In the event amendment by Members is warranted based on the above provisions, such amendment shall be subject to the quorum and voting requirements in effect at the time of the proposed amendment.

14.3. Declaration of Protective Covenants. The President, or the Vice-President in the President's absence, may prepare or caused to be prepared, execute, certify and record or cause to be recorded amendments to the Declaration of Protective Covenants for Buckhorn Ranch.

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Amended and Restated Bylaws consisting of 16 pages, including this page, constitute the Bylaws of Buckhorn Ranch Association, Inc., as approved and adopted by the Board of Directors, and the Members at the 2015 Annual Meeting of the Owners as to Section 3.5, on the ____ day of _____, 2016.
