

BYLAWS
of
BASALT VISTA TOWNHOMES ASSOCIATION

PREAMBLE

These bylaws are adopted for the regulation and management of the affairs of Basalt Vista Townhomes Association (“**Association**”). The Association has been organized as a Colorado corporation under the Colorado Nonprofit Corporation Act and constitutes the Association under the Declaration for Basalt Vista Housing Partnership Townhomes, recorded July 24, 2019 as Reception No. 657446 with the Pitkin County Clerk and Recorder’s office (the “**Declaration**”), creating the townhome community in Pitkin County, Colorado, known as **Basalt Vista Townhomes Association** (“**Common Interest Community**”).

Capitalized terms used in these Bylaws which are defined in the Declaration shall have the same meaning and definition as in the Declaration.

These Bylaws are controlled by and shall always be interpreted consistent with the provisions of the Colorado Nonprofit Corporation Act, the Colorado Common Interest Ownership Act, the Declaration, and the Articles of Incorporation, as the same may be amended from time to time.

ARTICLE 1
OFFICES

1. Principal Office. The Board, in its discretion, may fix and may change, from time to time, the location of the principal office of the Association provided that, until such time as the Board chooses an alternate location, the principal office of the corporation shall be located at 53 Calaway Court, Glenwood Springs, Colorado 81601.

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 with the Office of the Secretary of State of Colorado.

ARTICLE 2
VOTING

1. Voting. Each Member shall have the right to cast one vote for each Lot owned by such Member. Where a Lot is owned by more than one individual or by an entity, the Owner must

designate a single person to cast votes. If more than one person attempts to cast a vote for a Lot, that Lot's vote may be disregarded without affecting the establishment of a quorum. The failure of an ownership group to designate a single person to vote (designation is assumed if only one person attempts to cast a vote on any given issue) will result in that Owner losing its voting rights until a single person is designated.

2. Cumulative Voting. Cumulative voting shall not be permitted in the election of the Board.

3. Suspension of Voting Rights. The Board may suspend the voting rights of a Member during any period of breach by such Member of any provision of the 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 Declaration and for a period of up to ten (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 Declaration.

4. Determination of Member Voting Percentage. 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, and subject to any contrary, controlling provision in CCIOA, any and all provisions contained herein for the establishment of a quorum or 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.

5. 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.

6. Majority Vote. Unless otherwise expressly provided in these Restated By-Laws or the Declaration, any action which may be taken by the Association shall be taken by a majority vote of a quorum of the Membership.

7. Quorum. Except as otherwise provided in these Restated By-Laws, the presence in person or by proxy of Members representing at least 25% of the total votes of the Association then entitled to be cast, shall constitute a quorum of the Membership. Once a member is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, the member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or shall be set for that adjourned meeting.

8. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and must be filed with the Secretary before the appointed time of each meeting. Each proxy shall be

revocable and shall automatically cease to be effective on the earlier of one year from the date of the proxy, or, if applicable, after completion of the particular meeting for which the proxy was filed, or upon conveyance by the Member of title to his Lot. A proxy may be appointed in an electronic writing, provided the electronic writing contains written evidence showing that the appointing Owner transmitted the appointment.

9. Secret Ballot.

- a. The following voting scenarios shall be conducted by Secret Ballot:
 - i. Contested elections of Board members (i.e. elections in which there are more candidates than open positions.
 - ii. Where twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, and a quorum has been achieved, request a secret ballot on any matter affecting the common interest community on which all unit owners are entitled to vote.

b. Each owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder, and ballots shall be counted by a neutral third party or a committee of volunteer Owners selected by the President in a fair and open manner (and shall not, in any event, be Board members or, in the case of contested Board elections, candidates). The results shall omit names, addresses, or other identifying information of unit owners participating in the vote.

c. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

ARTICLE 3
MEETINGS OF MEMBERS

1. Place of Meetings. Meetings of the Members shall be held at such suitable place in Basalt, Colorado as may be designated by the Board.

2. Regular Meetings. Regular meetings of the Association shall be held annually during the month of July on a date selected by the Board.

3. Special Meetings. Special meetings may be called by the President, a majority of the Board, or upon a petition presented to the Secretary stating the purpose for the meeting signed by Members having twenty percent (20%) of the votes of the Association. For special meetings called by the Members, the Secretary must give notice within thirty days.

4. Attendance. Meetings shall be open to attendance by all Members or their representatives. Any or all of the members may participate in an annual, regular, or special

meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which 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.

5. Notice; Record Date; Member List; Rejection of Vote or Proxy.

a. *Notice.*

- i. It shall be the duty of the Secretary to mail a notice of each regular or special meeting to each Member of record not less than ten nor more than fifty days in advance of any meeting. The notice shall state the date, time, and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the Board.
- ii. If no other address has been furnished the Secretary, notice shall be mailed to the mailing address of each Lot. Written notice mailed to the Owners is correctly addressed if addressed to the Owner's address shown in the Association's current record of members. If three successive notices given to a member pursuant to subsection (a) have been returned as undeliverable, no further notices to such member shall be necessary until another address for the member is made known to the Association.
- iii. The notice of any meeting of the unit owners shall also be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given. If such electronic means are available, the Association shall provide notice of all regular and special meetings of unit owners by electronic mail to all unit owners who so request and who furnish the association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting. Only business within the purpose(s) described in the notice of the meeting may be conducted at a special meeting.

b. *Record Date.* The Board may fix a future date as the record date for determining the members entitled to vote at a members' meeting or to take action by written ballot. If no such record date is fixed, members on the date of the meeting who are otherwise eligible to vote are entitled to vote at the meeting. A determination of members entitled to notice of or to vote at a meeting of members is effective for any adjournment of the meeting unless the board of directors fixes a new date for determining the right to notice or the right to vote, which it must do if the meeting is adjourned to a date more than one hundred twenty days after the record date for determining members entitled to notice of the original meeting.

c. *Member List.* The Board shall prepare a list of those Members that are not entitled to vote or take action by written ballot, which must include a brief description of the reason therefore. Any Member not on such list that is a Member as of the record date will be presumed eligible to vote; the list of Members of the Association, less any Members on the list of Members not entitled to vote, shall be the member list for such meeting.

d. *Rejection of Vote or Proxy.* 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 this section are not liable in damages for the consequences of the acceptance or rejection. Association action based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation under this section is valid unless a court of competent jurisdiction determines otherwise.

e. *Adjournment.* If any meeting cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained. Adjourned meetings may be reconvened only upon the giving of further notice as above provided.

6. Action Without Meeting.

a. *Action By Written Instrument.* Any action which may be taken at a meeting of the Members may be taken without a meeting if the Members entitled to vote thereon unanimously agree and consent to such action in a signed writing received by the Secretary within sixty days after the date the earliest consent is received by Secretary. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the nonprofit corporation, unless the writings describing and consenting to the action state a different effective date. Any Member who has signed a writing describing and consenting to action taken pursuant to this section may revoke such consent by a writing signed and dated by the Member describing the action and stating that the Member's prior consent thereto is revoked, if such writing is received by the Secretary before the last writing necessary to effect the action is received by the Secretary. The record date for determining members entitled to take action without a meeting is the date the first writing upon which the action is taken is received by the Secretary. Action taken under this section has the same effect as action taken at a meeting of members and may be described as such in any document.

b. *Action by Written Ballot.* Any action that may be taken at a meeting of the Members may be taken without a meeting if the Secretary delivers a written ballot to every Member entitled to vote on the matter. The written ballot shall set forth the proposed action, the number of responses needed to meet the quorum requirements, the percentage of approvals needed to approve each matter other than election of directors, and the time by which the ballot must be received by the Association to be counted, and shall provide an opportunity to vote for or against each proposed action. The ballot shall be accompanied by

written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and 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 ballot. Once cast, a written ballot may not be revoked. Action taken under this section has the same effect as action taken at a meeting and may be described as such in any document.

7. Order of Business. The order of business at all regular meetings of the Members shall be as follow:
 - a. Roll call;
 - b. proof of notice of meeting or waiver of notice;
 - c. reading of minutes of the preceding meeting;
 - d. report of officers;
 - e. report of committees;
 - f. election of directors;
 - g. unfinished business; and
 - h. new business.

All meetings of the Members shall be conducted by the officers of the Association.

8. Waiver. The transaction of business at any regular or special meeting of the Members, however called and noticed, shall be valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members not present in person or by proxy signs a written waiver of notice. All such waivers shall be delivered to the Association and filed with the corporate records or made a part of the minutes of the meeting, but delivery and filing are not conditions of the effectiveness of the waiver. A Member waives objection to lack of or defective notice by attending a meeting unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of or defective notice. A Member waives objection to consideration of a particular matter at a meeting that is not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

9. Association Records.

- a. *Association Information.* The following information shall be available to all Members at no cost upon reasonable notice or by posting to a webpage and providing the web address to all Members: (i) the name of association; (ii) the name of the management company or designated agent; (iii) a valid physical address and phone number for the Association and its designated agent/management company; (iv) the name of the common interest community; and (v) the initial date of recording the declaration and the reception number for main document that constitutes the declaration.

b. *Operating Information.* Within 90 days after each fiscal year, the following information shall be available to all Members at no cost upon reasonable notice or by posting to a webpage and providing the web address to all Members: (i) dates of the fiscal year; (ii) operating budget for the current fiscal year; (iii) a list, by unit type, of current assessments, including regular and special assessments; (iv) annual financial statements, including amounts held in reserve from the fiscal year immediately preceding the current annual disclosure; (v) the results of the most recent available financial audit/review, if any; (vi) a list of all Association insurance policies and the provider, limits, deductibles, additional insureds, and expiration dates for each; (vii) a copy of all Bylaws, articles, and Rules and Regulations, as amended; and (viii) the minutes of Board and Member meetings for the fiscal year immediately preceding the current annual disclosure.

c. *Association Records.* In addition to the foregoing, the Association shall maintain the following, all of which shall be deemed to be the sole records of the Association for purposes of document retention and production to Members:

- i. detailed records of receipts and expenditures affecting the operation and administration of the Association;
- ii. records of claims for construction defects and amounts received pursuant to settlement of those claims;
- iii. minutes of all meetings of its Member and Board, a record of all actions taken by the Members or Board without a meeting, and a record of all actions taken by any committee of the Board;
- iv. written communications among, and the votes cast by, Board members that are:
 1. directly related to an action taken by the board without a meeting pursuant to section 7-128-202, C.R.S.; or
 2. directly related to an action taken by the board without a meeting pursuant to the Association's Bylaws;
- v. the names of Members in a form that permits preparation of a list of the names of all Members and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Member is entitled to vote [except that this paragraph (v) does not apply to a unit, or the Member thereof, if the unit is a time-share unit, as defined in section 38-33-110(7)];
- vi. its current Declaration, covenants, Bylaws, articles of incorporation, if it is a corporation, or the corresponding organizational documents if it is another form of entity, rules and regulations, responsible governance

policies adopted pursuant to section 38-33.3-209.5, and other policies adopted by the Board;

- vii. financial statements as described in section 7-136-106, C.R.S., for the past three years and tax returns of the Association for the past seven years, to the extent available;
- viii. a list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and officers;
- ix. its most recent annual report delivered to the secretary of state, if any;
- x. financial records sufficiently detailed to enable the Association to comply with section 38-33.3-316 (8) concerning statements of unpaid assessments;
- xi. the Association's most recent reserve study;
- xii. current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;
- xiii. records of Board or committee actions to approve or deny any requests for design or architectural approval from a Member;
- xiv. ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate;
- xv. resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members; and
- xvi. all written communications within the past three years to all Members generally as Members.

d. *Inspection by Members.* Except as expressly provided herein, all Association records shall be available for examination and copying by a Member or the Member's authorized agent. The Association may require Members to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents, and may limit examination and copying times to normal business hours or the next regularly scheduled Board meeting if the meeting occurs within thirty days after the request. Any contrary provision of the Declaration, Bylaws, articles, or rules and regulations of the Association notwithstanding, the Association may not condition the production of records upon the statement of a proper purpose.

e. *When Inspection by Members Is Discretionary.* Association records may be withheld from inspection and copying to the extent that they are or concern:

- i. architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
- ii. contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
- iii. communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- iv. disclosure of information in violation of law;
- v. records of an executive session of an Board; or
- vi. individual units other than those of the requesting Member.

f. *When Inspection by Owners is Prohibited.* Association records are not subject to inspection and copying, and must be withheld, to the extent that they are or concern:

- i. personnel, salary, or medical records relating to specific individuals; or
- ii. personal identification and account information of Members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

g. *Available Information.* Within ninety (90) days after assuming control from Declarant, and within ninety (90) days after the end of each fiscal year thereafter, the Association must make the information contained in this subsection (g) available to Owners upon reasonable notice. Disclosure under this subsection (g) may be accomplished by posting on an internet web page with notice of the web address delivered to Owners via first-class mail or e-mail; maintenance of a binder at the Association's principal place of business; or mail or personal delivery.

- i. The date on which its fiscal year commences;
- ii. Its operating budget for the current fiscal year;
- iii. A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- iv. Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- v. The results of its most recent available financial audit or review;

- vi. A list of all Association insurance policies, including, but not limited to, property, general liability, association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed;
- vii. All the Association's bylaws, articles, and rules and regulations;
- viii. The minutes of the Board and Member meetings for the fiscal year immediately preceding the current annual disclosure; and
- ix. The Association's responsible governance policies adopted under CCIOA Section 209.5.

h. *Reproduction Fees.* The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the actual cost of production and reproduction.

i. *Form of Copies.* A Member's right to copy records under this section includes the right to receive copies by photocopying or other means, including an electronic transmission if available, upon request by the Member. The Association is not obligated to compile or synthesize information.

j. *Commercial Use Prohibited.* Association records and the information contained within those records shall not be used for commercial purposes.

k. *Improper Use of Member List Prohibited.* A Member list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member without consent of the Board. Without limiting the generality of the foregoing, without the consent of the Board, a Member list or any part thereof may not be:

- i. used to solicit money or property unless such money or property will be used solely to solicit the votes of the Members in an election to be held by the Association;
- ii. used for any commercial purpose; or
- iii. sold to or purchased by any person.

l. *Statement of Unpaid Assessments.* The Association shall keep financial records sufficiently detailed to enable the Association to issue statements of unpaid assessments within fourteen days of a request by a Member or one holding a security interest. Upon written request by any Member or holder of a security interest, the Association shall provide, to such Member or the Member's designee or the holder of a security interest or its designee, a written statement setting forth the amount of unpaid assessments currently levied against such Member's unit, if

any. That statement shall be furnished within fourteen calendar days after receipt of the request, shall be delivered personally or be certified mail, return receipt requested, and is binding on the Association, the Board, and every Member.

m. *Form of Records.* The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time, including electronic formats.

ARTICLE 4 BOARD

1. General Powers and Duties of Board. The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board 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 Declaration, the Articles of Incorporation, these Bylaws, the Colorado Nonprofit Corporation Act or the Colorado Common Interest Ownership Act.

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

- a. adopt and amend the bylaws and Rules and Regulations;
- b. regulate the use, maintenance, repair, replacement, and modification of the Common Property, including to cause additional improvements to be made as part of the Common Property;
- c. acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
- d. grant easements, leases, licenses, and concessions through or over the Common Property;
- e. adopt and amend budgets for revenues, expenditures and reserves and assess and collect any Assessments or any other amounts due from Owners or others to the Association;
- f. hire and terminate managing agents and other employees, agents and independent contractors;
- g. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself (but not individual owners) on matters affecting the Community;
- h. make contracts and incur liabilities;

i. borrow funds to cover Association expenditures and pledge Association assets as security therefor;

j. impose and receive any payments, fees or charges for any services provided to Owners;

k. impose charges for late payment of Assessments, recover reasonable attorneys' fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Governing Documents;

l. impose reasonable charges for the preparation and recording of amendments to this Declaration or statements of unpaid Assessments;

m. provide for the indemnification of its officers and members of the Board and maintain directors' and officers' liability insurance;

n. assign its right to future income, including the right to receive Assessments, provided that the Association must continue to have sufficient revenues to meet its obligations under this Declaration;

o. exercise any other powers conferred by the Governing Documents or CCIOA;

p. exercise all other powers that may be exercised in the State of Colorado by legal entities of the same type as the Association; and

q. exercise any other powers necessary and proper for the governance and operation of the Association.

3. Qualifications of directors. A director may be any natural person and need not be an Owner of a Lot within the Common Interest Community; provided, however, that upon the expiration of the Declarant's Control Period, at least a majority of the directors shall be Owners, other than Declarant, or designated representatives of entity-Owners other than Declarant. A director may be reelected and there shall be no limit on the number of terms a director may serve.

4. Number of directors. The number of directors of the Association shall be three (3). Until the time the Declarant's Control Period terminates as provided in the Declaration, the provisions of this Article 4, Section 4, shall not be amended.

5. Appointment, Election, and Term of Office during Declarant Control. Notwithstanding any other provision contained herein:

a. Prior to the time Members, other than Declarant, own twenty-five percent (25%) of the Lots, all directors shall be appointees of Declarant. All directors appointed by Declarant

shall be subject to removal at any time and from time to time, by Declarant, in its sole and absolute discretion.

b. Within sixty (60) days after the time Members, other than Declarant, own twenty-five percent (25%) of the Lots which may be created within the Common Interest Community or whenever Declarant earlier determines, in its sole and absolute discretion, the Association shall call a special meeting at which Members other than Declarant shall elect one (1) of the directors. The remaining two (2) directors shall be appointed by Declarant. The director elected by the Members other than Declarant shall not be subject to removal by Declarant acting alone, and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c), below, whichever is shorter. If such director's term expires or such director is removed prior to the happening of the event described in subsection (c) below, a successor shall be elected by the Members other than Declarant for a like term.

c. Within thirty (30) days after the time the Declarant's Control Period terminates as provided in the Declaration, the Association shall call a special meeting at which time the Members, including Declarant, if Declarant is the owner of any Lots, shall elect all three (3) directors. The directors elected by the Members, including Declarant, shall serve until the first annual meeting following the termination of the Declarant Control Period. If such annual meeting occurs within thirty (30) days after termination of the Declarant Control Period, this subparagraph shall not apply and directors shall be elected in accordance with subsection (e) below.

d. Within ninety (90) days after the Owners elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by Declarant, including without limitation the following items:

- i. The name of the Association's designated agent or management company, if any, together with the agent's or management company's license number if the agent or management company is subject to licensure under 12-61-1001, et seq., along with a valid physical address and telephone number for the Association and the designated agent or management company;
- ii. A certified copy of, the recorded Declaration as amended, the Association's Articles of Incorporation, Bylaws, minute books, and other books and records, and any rules and regulations which may have been promulgated;
- iii. The Association funds or control thereof;
- iv. All insurance policies then in force, in which the owners, the Association, or its directors and Officers are named as insured persons;
- v. Employment contracts in which the Association is a contracting party;
and

- vi. Any service contract in which the Association is a contracting party or any other contract in which the Association or the Owners have any obligation to pay a fee to the persons performing the services.

e. At the first annual meeting of the membership, after the termination of the Declarant's Control Period, the three (3) directors shall be elected as follows: directors shall be elected by the Members, including Declarant, if Declarant is the owner of any Lot in the Common Interest Community. Two (2) directors shall be elected for a term of two (2) years, and one (1) director shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the Board and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

6. Removal of directors. Except as set forth in Section 5, above, at any meeting of Members, the notice of which indicates such purpose, any director may be removed, with or without cause, by vote of two-thirds (2/3rds) of the Members of the Association entitled to vote and a successor may be then and there elected to fill the vacancy thus created.

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 stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

8. Vacancies in directors. Any vacancy occurring in the Board shall, unless filled in accordance with Sections 5 and 6 or by election at a special meeting of Members, be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board. A director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. A directorship to be filled by reason of an increase in the number of directors shall be filled only by vote of the Members.

9. Other Committees of Association. The Board, 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.

10. 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, or any individual director, of any responsibility imposed upon it or him 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.

11. Maintenance of Fidelity Insurance. In the event that the Board 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 CCIOA, then in connection with such delegation of powers, the Board shall require:

a. That the other persons or managing agent maintain fidelity insurance coverage or a bond in an amount as the Board 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.

ARTICLE 5 MEETINGS OF DIRECTORS

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

2. Annual Meeting of directors. Annual meetings of the Board shall be held on the same date as, or within ten (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 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 is elected or if the time and place of the annual meeting of the Board is announced at the annual meeting of such Members.

3. Other Board Meetings. Meetings other than the annual meeting of the Board may be held at such time and place as shall be determined, from time to time, by the directors. Notice of regular meetings of the Board shall be given by the Secretary to each director, personally, by mail, by telephone, or electronically transmitted, at least two days prior to the date set for such meeting.

4. Special Board Meetings. Special meetings of the Board may be called by the President or by any two directors. At least two days' notice shall be given by the Secretary to each director, personally, by mail, by telephone, or electronically transmitted. Such notice shall state the time, place and purpose of the meeting. If service is by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. of the second day after it is deposited in a regular depository of the United States mail. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive evidence that due notice of such meeting was given to such director.

5. Notice.

a. Regular meetings of the Board may be held without notice of the date, time, place or purpose.

b. Special meetings of the board of directors shall be preceded by at least two days' notice of the date, time, and place of the meeting; provided, however, if all the directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

c. Before, at or after any meeting of the Board, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him or her unless:

- i. At the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or
- ii. If special notice was required of a particular purpose pursuant to section 7-128-203(2), the director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

d. The Board shall make agendas for meetings of the Board, and agendas for meetings of committees of the Board that are authorized to take final action on the Board's behalf, reasonably available for examination in advance by all Owners or their representatives. If there is no formal agenda, Owners or their representatives are nonetheless entitled to a general description of the purpose of the meeting and the subject matter that will be discussed. The Board shall inform all Owners, at least annually, of the method by which meeting agendas and other information will be provided, including the physical location of places where agendas and meeting notices may be posted or the web address where online postings may be made. The Board shall give at least thirty days' advance notice of any change in the manner or means by which meeting information will be provided.

6. Owner Participation.

a. *Regular Sessions.* Except as provided below with regard to executive sessions, all meetings of the Board (and any committee of the Board authorized to take final action on the Board's behalf) are open to every Owner, or to any person designated by such Owner in writing as the Owner's representative. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Owners or their designated representatives shall be permitted to speak regarding that issue. The Board 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 may provide for a reasonable number of persons to speak on each side of the issue.

b. *Executive Sessions.* The Board or any committee of the Board may hold an executive or closed-door session and may restrict attendance to directors and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. The matters to be discussed at such an executive session are limited to:

- i. Matters pertaining to Association employees 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;
- vi. Review of or discussion relating to any written or oral communication from legal counsel.

Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board 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 matter in an open meeting.

Before the Board or any committee of the Board convenes in executive session, the chair of the body shall announce the general matter of discussion as enumerated in subsections (a) – (f), above. 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.

The Board shall not adopt any change to the Association's articles of incorporation or bylaws during an executive session; valid adoptions may be made only during a regular or special meeting or after the Board goes back into regular session following an executive session.

7. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, which shall be reconvened only upon the giving of notice as above provided, any business which might have been transacted at the meeting as originally called may be transacted.

8. Proxies. Votes of the directors may be cast in person or by proxy granted to another director who is present at a meeting of the directors. All proxies shall be in writing and signed, authorizing the other director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section and Section 9, directors may not vote or otherwise act by proxy.

9. Action Without a Meeting.

a. Any action required or permitted to be taken at a Board meeting may be taken without a meeting if notice is transmitted in writing to each director and each director, by the time stated in the notice: (a) votes in writing for such action; or (b) votes in writing against such action, abstains in writing from voting, or fails to respond or vote, and does not demand in writing that action not be taken without a meeting.

b. The notice shall state:

- i. The action to be taken;
- ii. The time by which a director must respond;
- iii. 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

c. Action is taken under this section only if, at the end of the time stated in the notice, the affirmative votes received by the Association and not revoked equal or exceed 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, and the Association has not received a written demand by a director that such action not be taken without a meeting within the time stated in the notice.

d. Any director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this section may revoke such vote, abstention, or demand in writing received by the Association by the time stated in the notice.

e. Unless the notice states a different effective date, action taken pursuant to this section shall be effective at the end of the time stated in the notice. Action taken pursuant to this section has the same effect as action taken at a Board meeting and may be described as such in any document.

f. A writing under this section shall be in a form sufficient to inform the Association of the identity of the director, the vote, abstention, demand, or revocation of the director, and the proposed action to which such vote, abstention, demand, or revocation relates. All communications under this section may be transmitted or received by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For purposes of this section, communications to the Association are not effective until received. All writings made pursuant to this section shall be filed with the minutes of the meetings of the board of directors.

10. Telecommunication. The Board may permit any director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating 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.

11. Board Conflicts.

a. A “conflicting interest transaction” means a contract, transaction, or other financial relationship between the Association and a director, or between the Association and a party related to a director, or between the Association and an entity in which a director is a director or officer or has a financial interest.

b. No loans shall be made by the Association to the directors or officers. 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.

c. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a Member or by or in the right of the Association, solely because the conflicting interest transaction involves a director or a party related to a director or an entity in which a director is a director or officer or has a financial interest or solely because the director is present at or participates in the meeting of the Board or committee thereof that authorizes, approves, or ratifies the conflicting interest transaction or solely because the director’s vote is counted for such purpose if:

- i. The material facts as to the director’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board or committee thereof, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or

- ii. The material facts as to the director’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the persons entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the persons entitled to vote thereon; or
- iii. The conflicting interest transaction is fair as to the Association.

d. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee which authorizes, approves, or ratifies the conflicting interest transaction.

e. For purposes of this section, a “party related to a director” shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

12. 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.

13. Execution of Documents. The Board, 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, 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.

ARTICLE 6 OFFICERS

1. Officers, Employees and Agents. The officers of the Association must consist of a President, a Secretary, and a Treasurer, and may include such other officers, assistant officers, employees, and agents, as may be deemed necessary by the Board. Officers other than the President need not be directors. No person shall simultaneously hold more than one office except the offices of Secretary and Treasurer.

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

3. Removal of Officers. Any officer, employee or agent may be removed by a majority of the directors, with or without cause. 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.

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 stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

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

6. President. The President shall be a member of the Board and shall be the principal executive officer of the Association and, subject to the control of the Board, 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 and of Members of the Association.

7. Secretary. The Secretary shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same; 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 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 by the Board 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 death, absence or inability to act.

8. Treasurer. The Treasurer 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; 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 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 by the Board 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 death, absence or inability to act.

9. Reliance on Others. The Officers may rely on the accuracy and completeness of information provided by the Board's third-party consultants to the extent such reliance is reasonable. For example, the Treasurer may rely on financial information provided by the Association's accountant.

ARTICLE 7 FISCAL MANAGEMENT

1. Assessment Roll. The Treasurer shall maintain an assessment roll which shall include a separate account for each Lot. Such account shall designate the name and Lot number of the Owner, the amount of each assessment against the Owner, the due dates of all assessment installments, the amounts paid by the Owner and all unpaid assessments.

2. Statement of Assessments. Upon written request of any Owner, mortgagee or prospective purchaser of any Lot to the Treasurer, and payment of a reasonable service fee established by the Association, if any, the Treasurer shall within fourteen days issue a written statement of the unpaid assessment receivable or other charges due and owing from the Owner for the Lot involved, and such statement shall be conclusive upon the Association if the person to whom it is given relies upon it in good faith. If the statement is not given within fourteen days of the making of an authorized request for it, the person making the request shall, as against the Association, be entitled to assume that no assessments or other charges are unpaid, unless the lien securing the same shall have been recorded with the Clerk and Recorder's office in Pitkin County, Colorado or unless the person making the request has actual notice that assessments or other charges are unpaid.

3. Budget.

a. It shall be the responsibility of the Board to consider and adopt a budget not less than annually. Assessments shall be in an amount sufficient to pay for the Common Expenses, including a reasonable reserve for working capital, repairs and replacements. Regular assessments shall be in an amount at least sufficient to pay for the following services and expenses on a normal basis: grounds maintenance (including gardening and snow removal), upkeep of any facilities, insurance, trash removal, service and leasing contracts (including water, utilities and sewage) for the Association and the Common Elements, printing supplies and postage, employees' compensation and taxes paid by the Association.

b. Within ninety days after adoption of a proposed budget for the Board shall mail, by first-class mail, or otherwise deliver, including posting the proposed budget on the association's website, a summary of the budget to all the Members and shall set a date for a meeting of the Members to consider the budget. The meeting must occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in these Bylaws. The Board shall give notice to the Members of the meeting as allowed for in these bylaws.

c. The budget proposed by the Board does not require approval from the Members and it will be deemed approved 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. If the proposed budget is vetoed, the periodic budget last proposed by the Board and not vetoed by the Members must be continued until a subsequent budget proposed by the Board is not vetoed by the Members.

4. Audit.

a. At the discretion of the Board or upon an Owner request as set forth in subsection (b) below, the books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for

accounting and review services, by an independent and qualified person selected by the Board. Such person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

b. An audit is only required under this subsection (b) if the Association has annual revenues or expenditures of at least two hundred fifty thousand dollars and an audit is requested by the Owners of at least one-third of the Lots represented by the Association.

c. Copies of an audit or review under this section shall be made available upon request to any Owner beginning no later than thirty days after its completion.

5. Fiscal Year. The Board shall, by resolution, fix a suitable fiscal year, which shall be the Association's budgeting and accounting period. The assessments against Owners shall be prepared, levied and collected at such times and in such manner as to insure that sufficient funds are available for budgeted expenditures and operations when needed. The current Fiscal Year is the calendar year.

ARTICLE 8 INDEMNITY

1. Indemnity.

a. Each director, officer, committee member or employee of the Association (collectively the "Indemnatee") shall be indemnified and held harmless by the Association, to the fullest extent permitted under law, from and against any and all losses, liabilities, expenses, judgments, compromises, settlements and other amounts arising from claims, demands, investigations, actions, suits or proceedings, whether civil, criminal or administrative, in which the Indemnatee may be involved, as a party or is threatened to be made a party or otherwise, because the Indemnatee is or was a director, officer, committee member or employee of the Association, provided that such Indemnatee's conduct was in good faith and the Indemnatee reasonably believed that, in the case of conduct in an official capacity with the Association, the conduct was in the best interest of the Association, and in all other cases the conduct was at least not opposed to the Association's best interests. In the case of any criminal proceeding, the Indemnatee must have had no reasonable cause to believe the conduct was unlawful before he/she may be indemnified under the terms of this Section. The indemnification rights provided in this Section shall: (i) be in addition to any rights to which the Indemnatee may otherwise be entitled by contract or as a matter of law, (ii) extend to the Indemnatee's successors and assignees, (iii) apply to any action in the Association's right to procure a judgment in favor of the Association, and (iv) include indemnification against expenses, including legal, accounting and audit fees and expenses and cost of investigation reasonably incurred by the Indemnatee in connection with the defense of any action to which the Indemnatee may be made a party. However, if the

Association indemnifies an Indemnitee under this Section in connection with a proceeding by or in the right of the Association, the Association shall give written notice of the indemnification to the Members with or before the notice of the next Members' meeting. If the next Member action is taken without a meeting at the instigation of the Board of Managers, such notice shall be given to the Members at or before the time the first Member signs a writing consenting to such action.

b. Notwithstanding the foregoing, the Association may not indemnify any director, officer, committee member or employee of the Association: i) in connection with a proceeding by or in the right of the Association in which the Manager, officer, committee member or employee of the Association was adjudged liable to the Association; or ii) in connection with any other proceeding charging that the director, officer, committee member or employee of the Association derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director, officer, committee member or employee of the Association was adjudged liable on the basis that the director derived an improper personal benefit.

c. The Association shall advance to the Indemnitee payments for legal expenses and other related costs incurred as a result of any threatened or pending action, but only if: (i) the action relates to the Indemnitee's relationship to or involvement with the Association, (ii) the action is not threatened or initiated by or in the right of the Association, (iii) the Indemnitee furnishes to the Association a written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the requirements for indemnification set forth in Subsection (a), (iv) the Indemnitee furnishes to the Association a written undertaking, executed personally or on the Indemnitee's behalf, to repay the advance if it is ultimately determined that the Indemnitee did not meet the requirements for indemnification, and (v) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section.

d. The Association may not indemnify an Indemnitee under Subsection (a) unless authorized in the specific case after a determination has been made that indemnification is permissible in the circumstances because the Indemnitee has met the standard of conduct set forth in Subsection (a). The Association shall not advance expenses to an Indemnitee under Subsection (c) unless authorized in the specific case after the written affirmation and undertaking required by said Subsection (c) are received and the determination required by said Subsection (c) has been made. The determinations required by this Subsection shall be made: (i) by the Board by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or (ii) if a quorum cannot be obtained, by a majority vote of a committee of the Board designated by the Board, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

e. The Association may, at the discretion of the directors, indemnify and/or advance expenses to any fiduciary or agent of the Association to the same extent as to a

director, officer, committee member or employee of the Association pursuant to the requirements of this Section.

ARTICLE 9 MISCELLANEOUS

1. Conflicts With Other Governing Documents. In case any of these Bylaws conflict with any provisions of the Articles of Incorporation or the Declaration and the conflicting bylaw(s) cannot be interpreted consistent with the Articles and Declaration, the Articles and Declaration shall control. The remaining Bylaws shall remain in full force and effect.

2. Amendment. These Restated By-Laws may be amended by the Board or by the Members; provided, however, that the Board may not amend a bylaw that fixes a greater quorum or voting requirement for the Board if that bylaw was adopted by the Members and, if the bylaw was adopted only by the Board, only after meeting the greater of the existing or proposed quorum and voting requirements.

3. Electronic Methods. The Association’s policy regarding electronic transactions is one of broad adoption and acceptance. Unless an Owner notifies the Board in writing that it does not want to conduct Association business by electronic means, and as otherwise prohibited by law, the Association may use electronically transmitted writings to conduct Association business. The Association will treat any electronically transmitted communications to or from Owners, directors, officers, and others dealing with the Association, as a “writing” with an “electronic signature” as those terms are defined by the Colorado Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.*, unless and until receiving written notice from such person that it does not agree to conduct a transaction by electronic means. To qualify as a writing, the information provided, sent, or delivered in electronic record must be capable of retention by the recipient at the time of receipt – the sender or its information processing system may not inhibit the ability of the recipient to print or store the electronic record.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of the Basalt Vista Townhomes Association, a Colorado non-profit corporation ("Association"); and

2. The foregoing Bylaws, comprising 26 pages including this page, 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 11th day of October, 2019.

Scott Peller

Secretary