

**AMENDED AND RESTATED
BYLAWS
OF
FALLS CREEK RANCH ASSOCIATION, INC.**

**ARTICLE 1
INTRODUCTION**

These are the Amended and Restated Bylaws of Falls Creek Ranch Association, Inc. The name of the corporation is Falls Creek Ranch Association, Inc. (hereinafter referred to as the "Association"). Definitional terms used herein shall correspond to the definitions used in the Falls Creek Ranch Protective Covenants recorded at Reception No. 515800 in the office of the La Plata County Clerk and Recorder (the "Protective Covenants") and those contained within the Act.

These Bylaws have been amended and restated in order to adopt and incorporate provisions within the Colorado Common Interest and Ownership Act (the "Act") with which the Association must now comply. The effect of the adoption of these Bylaws shall be to supersede and replace the Association's original Bylaws in their entirety which are undated but are believed to have been adopted in 1982.

Adoption of these Amended and Restated Bylaws was approved according to Article IX of the original Bylaws of the Association.

**ARTICLE 2
BOARD**

Section 2.1 Number and Qualification.

(a) The affairs of the Falls Creek Ranch community and the Association shall be governed by a Board of Directors (sometimes referred to herein as the "Board") which shall consist of not less than five (5) but may be increased to no more than seven (7) from time to time by amendment to the Bylaws as deemed appropriate by the Board, (but at all times shall be an odd number), all of whom, shall be Lot Owners. If any Lot is owned by a partnership, corporation, limited liability company, or trust, any officer, partner, manager or trustee of that Lot Owner shall be eligible to serve as a Director and shall be deemed to be a Lot Owner for the purposes of the preceding sentence. Directors shall be elected by the Lot Owners as provided for in this Section 2.1. At any meeting at which Directors are to be elected, the Lot Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Colorado Nonprofit Corporation Act for conducting the elections.

(b) The Board of Directors shall appoint the officers. The officers shall take office upon appointment.

(c) Each Director shall hold office for a term of 3 years, or for the unexpired term to which he or she is elected and until his or her successor is elected.

(d) The Association shall call a meeting and give not less than 10 nor more than 50 days' notice to the Lot Owners for the purpose of the election of Directors. This meeting may be called and the notice given by any Lot Owner if the Association fails to do so. Election of Directors shall be by simple majority vote of a quorum of the members at the annual meeting or a special meeting called for that purpose. Elected Directors shall take office effective August 1st of the Association's fiscal year.

Section 2.2 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Protective Covenants, these Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in the Protective Covenants and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, including the following powers and duties:

- (a) Adopt and amend Bylaws as set forth in Article 12, adopt and amend rules and regulations of all committees established and appointed by the Board, and adopt and amend responsible governance policies and procedures;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect regular assessments for Common Expenses from Lot Owners and also collect special and default assessments;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, independent contractors and agents other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings, file liens, or seek injunctive relief for violations of the Association's Protective Covenants, Bylaws or Rules in the Association's name, on behalf of the Association or two or more Lot Owners on matters affecting Falls Creek Ranch;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey, in the Association's name, any right, title or

interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to §38-33.3-312 of the Act;

(k) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements, such easements or licenses to include easements as may be necessary for underground utilities for electric, gas, cable and telephone and any easements necessary for sewer, storm, water and water systems;

(l) Impose and receive a payment, fee or charge for services provided to Lot Owners and for the use, rental or operation of the Common Elements;

(m) Impose a reasonable charge for late payment of assessments, recover reasonable attorney's fees and other legal costs for collection of assessments and other action to enforce the power of the Association (regardless of whether or not suit was initiated) and, after notice and hearing, levy a reasonable fine for a violation of the Protective Covenants, Bylaws, and Rules and Regulations of the Association;

(n) Impose a reasonable charge for the preparation and recording of amendments to the Protective Covenants or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and the Board of Directors, and maintain Directors' and officers' liability insurance;

(p) Exercise any other powers conferred by the Protective Covenants, Bylaws, or any of the Rules and Regulations of the Association;

(q) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association;

(s) By resolution, establish committees of Directors and Lot Owners permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. Committees, other than the Architectural Control Committee, are established and maintained at the discretion of the Board. The Board appoints Committee Chairs. Committee Chairs and/or members may be removed at the discretion of the Board.

(t) Suspend the voting interests allocated to a Lot, and the right of an Owner to cast such votes, or by proxy the votes of another, during any period in which such Owner is in default in the payment of any Assessment, or, after notice and a hearing, during any time in which an Owner

is in violation of any other provision of the Governing Documents.

Section 2.3 Manager. The Board of Directors may employ an Administrative Manager for Falls Creek Ranch, at a compensation established by the Board of Directors, to perform duties and services authorized by the Board of Directors. The Board of Directors may delegate to the Manager only the powers granted to the Board of Directors by these Bylaws under Section 2.2, Subdivisions (e), (g) and (h). Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Board of Directors and to fulfill the requirements of the budget. The Board shall not delegate to any managing agent any powers relating to the collection, deposit, transfer or disbursement of funds of the Association.

Section 2.4 Removal of Directors. The Lot Owners, by a vote of 67% of all persons present and entitled to vote, at any meeting of the Lot Owners at which a quorum is present, may remove any Director of the Board of Directors, with or without cause. Written ballots, pursuant to Section 3.12 shall not be utilized for this meeting.

Section 2.5 Vacancies. Vacancies in the Board of Directors, caused by any reason other than the removal of a Director by a vote of the Lot Owners, may be filled at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of the vacancy. For purposes of this meeting, a quorum of more than fifty percent (50%) of the Directors shall be required. Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced. If three or more Directors vacate the Board at one time, a special meeting of the Association may be called pursuant to Section 3.3 of these Bylaws for the purpose of filling those vacancies.

Section 2.6 Regular Meeting. Regular meetings of the Board shall be held monthly or otherwise at the discretion of the Board. All regular meetings shall be open to attendance by all members of the Association or their representatives. Notice of the time and place and the agenda for regular meetings of the Board shall be made reasonably available for examination by all members of the Association or their representatives by posting in a conspicuous place.

Section 2.7 Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Directors on at least three business days' notice to each Director. In addition, to being posted, the notice shall be hand-delivered, or mailed, (or emailed if specifically requested by the Board member) and shall state the time, place and purpose of the meeting. All special meetings of the Board shall be open to attendance by all members of the Association or their representatives. The time and place and agenda for special meetings of the Board shall be made reasonably available for examination by all members of the Association or their representatives by posting in a conspicuous place.

Section 2.8 Location of Meetings. All meetings of the Board of Directors shall be held within the County of La Plata at a location agreed upon by the majority of the Directors.

Section 2.9 Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

Section 2.10 Quorum of Directors. At all meetings of the Board of Directors, a quorum is deemed present for the transaction of business if persons entitled to cast 50% of the votes on that Board are present at the beginning of the meeting or grant their proxy, as provided in Section 3.9. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.11 Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, unanimously consent in writing to any action taken or to be taken by the Association, that action shall be a valid corporate action as though it had been authorized at a meeting of the Board of Directors or the committee, as the case may be. The secretary shall file these consents with the minutes of the meetings of the Board of Directors.

Section 2.12 Telephone Communication in Lieu of Attendance. A Director may attend a meeting of the Board of Directors by using an electronic (real-time email communication) or telephonic communication method whereby the director may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board of Directors. The Director's vote shall be counted and the presence noted as if that Director were present in person on that particular matter.

Section 2.13 Conflicts of Interest. If any contract, decision or other action taken by or on behalf of the Board would financially benefit any member of the Board or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but shall not vote on that issue. If a Board member does not voluntarily make a declaration as to a conflict, the remaining Board members may, by majority vote, determine whether or not a conflict exists according to the standards set forth in the Colorado Revised Nonprofit Corporations Act, at C.R.S. §7-128-501.

Section 2.15 Board Member Education. The Board may authorize and account for as a common expense of the Association, reimbursement of Board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of owner's associations. The course content of such educational meetings and seminars shall be specific to Colorado and shall make reference to the Act.

ARTICLE 3

MEETINGS OF LOT OWNERS

Section 3.1 Annual Meeting. Annual meetings of Lot Owners shall be held the second Saturday of July of every year at the principal office of the Association which is 6350 Falls Creek Main, Durango, CO 81301 or such other location and date set forth in the notice. At these meetings, the Directors shall be elected by the Lot Owners, in accordance with the provisions of Article 2 of the Bylaws. The Lot Owners may transact other business as may properly come before them at these meetings.

Section 3.2 Budget Meeting. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Owners shall be afforded the opportunity to approve the budget of the projected revenues, expenditures and reserves for the Association's next fiscal year as proposed by the Board of Directors. The Association's annual budget shall be adopted as set forth in Section 28 of the Protective Covenants.

Section 3.3 Special Meetings. Special meetings of the Association may be called by the president, by a majority of the members of the Board of Directors or by written request of Lot Owners comprising no less than one-tenth 1/10th of the votes in the Association. A request by the Owners shall state the purpose of such meeting and the matter proposed to be acted upon at the special meeting.

Section 3.4 Place of Meetings. Meetings of the Lot Owners shall be held at the principal office of the Association which is 6350 Falls Creek Main, Durango, CO 81301 or such other office as may be established by the Board from time to time. Meetings may be adjourned to a suitable place convenient to the Lot Owners, as may be designated by the Board of Directors or the president.

Section 3.5 Notice of Meetings. The secretary or other officer specified in the Bylaws shall cause notice of meetings of the Lot Owners to be posted on-site, sent electronically (if possible), or sent prepaid by United States mail to the mailing address of each Lot or to the mailing address designated in writing by the Lot Owner, not less than 10 nor more than 50 days in advance of a meeting. The notice of any meeting (including meetings of the Board of Directors) shall be physically posted in a conspicuous place. The notice must state the time and place of any meeting and the items in the agenda, including the general nature of any proposed amendment to the Protective Covenants or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors or an executive committee.

To the extent possible, notice of meetings shall be provided in an electronic form, by posting on a web site or otherwise, in addition to providing Owners with printed forms. If such electronic means are available, the association shall provide notice of all regular and special meetings of Lot owners by electronic mail to all Lot 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 24 hours before the meeting.

Section 3.6 Waiver of Notice. Any Lot Owner may, at any time, waive notice of any meeting of the Lot Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

Section 3.7 Adjournment of Meeting. At any meeting of Lot Owners, a Majority of the Lot Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Establish number and term of memberships of the Board of Directors (if required and noticed);
- (f) Election of inspectors of election (when required);
- (g) Election of Directors of the Board of Directors (when required);
- (h) Ratification of budget (if required and noticed);
- (i) Unfinished business; and
- (j) New business.

Section 3.9 Voting.

- (a) The owner(s) of each Lot shall have one (1) vote per Lot owned.
- (b) If only one of several owners of a Lot is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to the Lot. If more than one of the owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another owner of the Lot.

(c) The vote allocated to a Lot may be cast under a proxy duly executed by a Lot Owner. A Lot Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not signed, dated or purports to be revocable without notice. Proxies shall be in writing and may be sent electronically or via fax. A proxy terminates eleven months after its date, unless it specifies a shorter term.

(d) The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the Board of Directors or Bylaws of the corporation or business trust. The vote of a partnership may be cast by any general partner of the partnership in the absence of express notice of the designation of a specific person by the partnership. The vote of a limited liability company may be cast by any manager of the company in the absence of express notice of designation of a specific person by the company. The vote of a trust may be cast by any trustee of the trust in the absence of express notice of designation of a specific person by the trust. The vote of deceased Owner may be cast by the personal representative of the estate of the deceased in the absence of express notice of designation of another person on behalf of the estate. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership, business trust, limited liability company, trust or estate owner is qualified to vote.

(e) 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 lot owner.

(f) A vote allocated to a Lot owned by the Association may not be cast.

(g) All voting for contested positions on the Board of Directors shall be by secret ballot. At the discretion of the Board or upon the request of 20% of the Lot Owners who are present at a meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the common interest community on which all owners are entitled to vote shall be by secret ballot. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Lot Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of Lot Owners participating in such vote.

Section 3.10 Quorum. Except as otherwise provided in these Bylaws, a quorum is deemed present throughout any meeting of the Lot Owners, if 30% of the members entitled to vote are present in person or by proxy.

Section 3.11 Majority Vote. The vote of a majority of the Lot Owners (casting one vote

per Lot) present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Lot Owners for all purposes except where a higher percentage vote is required in the Protective Covenants, these Bylaws or by law.

Section 3.12 Voting by Mail. Except as limited by Section 2.4 above, the Board of Directors may decide that voting of the Owners on any matter required or permitted by the statutes of Colorado, the Protective Covenants, the Articles of Incorporation, or these Bylaws shall be by written ballot. Any action that may be taken at any annual, regular, or special meeting of Owners may be taken without a meeting if the secretary delivers a written ballot to every member entitled to vote on the matter. "Delivery" to the Owner of the ballot, and the Owner's return of the completed ballot shall be made by the same methods available for providing notice to a member set forth in Section 3.5 above.

(a) A written ballot shall (i) set forth the proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

(b) 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.

(c) All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter.

Section 3.13 Conduct and Attendance At Meetings. All meetings of the Association and Board of Directors, except as set forth in Section 3.14, are open to every Lot Owner of the Association, or to any person designated by a Lot Owner in writing as the Lot Owner's representative. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all members of the Association or their representatives. Reasonable examination shall be deemed to include posting of the agenda on the Association's internet web page, community notice board or other conspicuous place.

At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Lot 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 shall provide for a reasonable number of persons to speak on each side of the issue.

Section 3.14 Executive Session.

The members of the Board of Directors or any committee thereof may hold an executive

or closed door session and may restrict attendance to Board members 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 shall include only matters enumerated in this Section 3.14.

- (a) Matters for discussion by an executive or closed session are limited to:
 - (i) Matters pertaining to employees of the association 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.

(b) Prior to the time the members of the Board or any committee thereof convene in executive session, the chair of the body shall announce the general matter of discussion as enumerated in paragraphs (i) through (vi) of Section 3.14(a). Upon the final resolution of any matter for which the Board received legal advice or that concerning 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.

(c) No rule or regulation of the Board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the body goes back into regular session following an executive session.

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

ARTICLE 4 OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and other officers as it finds necessary. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.2 Election of Officers. The officers shall be elected at the first meeting of the Board of Directors after each annual meeting of the members, and each officer shall hold office until his successor shall be chosen and shall be qualified, unless he shall sooner resign or be removed.

Section 4.3 Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

Section 4.4 President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Lot Owners and of the Board of Directors. The president shall have all of the general powers and duties which are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to the power to create and appoint committees and committee chairs from among the Lot Owners from time to time as the Board may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Protective Covenants and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other Director to act in the place of the president on an interim basis. The vice president shall also perform other duties imposed by the Board of Directors or by the president.

Section 4.6 Secretary. The secretary shall keep the minutes of all meetings of the Lot Owners and the Board of Directors. The secretary shall have charge of the Association's books and papers as the Board of Directors may direct and shall perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Colorado. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Protective Covenants and the Bylaws on behalf of the Association, following authorization or

approval of the particular amendment as applicable.

Section 4.7 Treasurer. The treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board of Directors and shall perform all the duties incident to the office of treasurer of a nonprofit corporation organized under the laws of the State of Colorado. The treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board of Directors. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board of Directors decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the treasurer, and executed by two Directors, one of whom may be the treasurer if the treasurer is also a Director.

Section 4.8 Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.9 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board of Directors.

Section 4.9 Statements of Unpaid Assessments. The treasurer, assistant treasurer, a manager employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with §38-33.3-316 of the Act.

Section 4.10 Owner Loans and Additional Funding. The Board, in its discretion, may raise additional funds for the purchase of equipment or construction of capital improvements by obtaining loans from Lot Owners. Any loan from a Lot Owner shall be evidenced by a promissory note which shall be unsecured. The terms and conditions for any loan made by an Owner shall be offered to all of the Owners within the Association. The promissory notes shall be repaid from Association funds specifically budgeted under the annual assessment in the period that the Board designates. The Board may also borrow funds as necessary for the benefit of the Association as further permitted in these Bylaws. Full disclosure of promissory note terms and copies of notes shall be made available to the Lot Owners.

ARTICLE 5 ENFORCEMENT

Section 5.1 Abatement and Enjoyment of Violations by Lot Owners. The violation of any of the Protective Covenants, Bylaws or Rules and Regulations (the “Governing Documents”)

adopted by the Board of Directors give the Board of Directors the right, after prior written notice to the Owner of the violation (except in case of an emergency), in addition to any other rights set forth in the Governing Document:

(a) To enter the Lot in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that Lot) that is existing and creating a danger to the Association contrary to the intent and meaning of the provisions of the Governing Documents. The Board of Directors shall not be deemed liable for any manner of trespass by this action; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach of the Governing Documents.

Section 5.2 Fine for Violation. By resolution, following notice and hearing as provided in the Notice and Hearing Procedures, the Board of Directors may levy a fine for a violation of the Protective Covenants or Rules and Regulations, but this amount shall not exceed that amount necessary to ensure compliance with the rule or order of the Board of Directors. The Board, in its discretion, may adopt a “schedule of fines” to be applied for particular violations. Amendments to the Schedule of Fines may be made by the affirmative vote of the Board following notice to all Owners, at any meeting duly called for such purpose.

Section 5.3 Interest on Overdue Assessments. Interest on overdue assessments or other payments due hereunder shall accrue interest at a rate determined by the Board as of the date when such payment/assessment was due. Interest at the rate of 18% per annum is currently charged; however, the Association Board may, by resolution, adopt a higher interest rate so long as in compliance with Colorado law.

Section 5.4. Notice and Hearing Procedures. Prior to the imposition of a fine, the Board must provide Owners with notice and an opportunity to be heard. Pursuant to C.R.S. §38-33.3-209.5, the Board shall adopt a Notice and Hearing Procedure which may be amended with affirmative majority vote of the Board.

ARTICLE 6 INDEMNIFICATION

Section 6.1 Indemnification. The members of the Executive Board and officers of the Association shall be entitled to indemnification, to the fullest extent provided by the Colorado Revised Nonprofit Corporation Act, (C.R.S. § 7-129 et seq.) the provisions of which are incorporated by reference and made a part of these Bylaws.

The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Executive Board or an officer of the Association against any liability asserted

against him or her and incurred by such individual in any such capacity or arising out of his or her status as such whether or not the Association would have the power to indemnify such individual against such liability under provisions of this Article 6. The premiums on such insurance shall be paid by the Association as a common expense of the Association.

ARTICLE 7 RECORDS

Section 7.1 Records and Audits. The Association shall maintain financial records in accordance with generally accepted accounting principles or the cash or tax basis of accounting. Audits shall be required by majority vote of the Board or upon request of the Owners pursuant to C.R.S. 18-33.3-303(4)(b)(II). The cost of any audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 Examination. All records maintained by the Association or its Manager shall be available for examination and copying by any Lot Owner, any holder of a First Mortgage in a Lot or its insurer or guarantor, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and upon prior notice of 5 business days or at the next regularly scheduled meeting. The request for records must be made in good faith and for a proper purpose and must describe with reasonable particularity, the records sought and the purpose for such request.

Section 7.3 Records. The Association shall keep the following records:

- (a) A record for each Lot, which shall designate the name and address of each Lot Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Lot, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account and the balance due;
- (b) A record for each Lot Owner showing any other fees payable by the Lot Owner;
- (c) A record of any capital expenditures in excess of one thousand dollars (\$1,000.00) approved by the Board of Directors for the current and next two succeeding fiscal years;
- (d) A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;
- (e) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- (f) The current operating budget adopted pursuant to Section 315(1) of the Act and ratified pursuant to the procedures of Section 303(4) of the Act;

(g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;

(h) A record of insurance coverage provided for the benefit of Lot Owners and the Association;

(i) A record of any alterations or improvements to Lots which violate any provisions of the Protective Covenants of which the Board of Directors has knowledge;

(j) A record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Board of Directors has knowledge;

(k) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;

(l) Balance sheets and other records required by local corporate law;

(m) Tax returns for state and federal income taxation;

(n) Minutes of proceedings of incorporators, Lot Owners, Directors, committees of Directors and waivers of notice; and

(o) A copy (written or electronic) of the most recent versions of the Articles, Protective Covenants, Bylaws, design review criteria and rules, and resolutions of the Board of Directors relating to the characteristics, qualifications, rights, limitations and obligations of Lot Owners or any class or category of Lot Owners, along with their exhibits and schedules;

(p) All written communications within the past (3) three years to Lot Owners;

(q) A list of the names and business or home addresses of Board of Directors; and,

(r) All financial audits or reviews conducted pursuant to C.R.S. §38-33.3-303(4)(b) during the immediately preceding three years.

Section 7.4 Membership Lists. A Membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Lot Owner's interest as a Lot Owner without consent of the Board of Directors. Specifically, without consent of the Board, a membership list or any part thereof, may **not** be sold to or purchased by any person, nor may it be used:

(a) to solicit money or property unless such money or property will be used solely to

solicit the votes of the Lot Owners in an election to be held by the Association; or

- (b) for any commercial purpose.

ARTICLE 8 ARCHITECTURAL CONTROL COMMITTEE

Section 8.1 Authority. There shall be an Architectural Control Committee (the “ACC”) established and appointed by the Board. The ACC shall consist of no less than three (3) members, nor more than seven (7) members, and may be comprised of members of the Board. Service duration on the ACC may be staggered from year to year so that there is continuity to the membership of the ACC. The duties of the ACC shall be to carry out the requirements relative to architectural control as set forth in the Protective Covenants and the rules, covenants and restrictions set forth in the Rules and Regulations of the Architectural Control Committee, as same may be amended from time to time. A member of the ACC may be removed, with or without cause, by a majority vote of the Board. The ACC Rules and Regulations may be amended upon recommendation by the ACC and with the approval of the Board at any meeting of the Board called for such purpose.

ARTICLE 9 PUBLIC DISCLOSURES

Section 9.1 Within 90 days after the end of each fiscal year, the Association shall make the following information available to Lot Owners upon reasonable notice in accordance with Section 9.2:

- (a) The date on which its fiscal year commences;
- (b) Its operating budget for the current fiscal year;
- (c) A list, by Lot type, of the association’s current assessments, including both regular and special assessments;
- (d) Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (e) The results of the most recent financial audit or review;
- (f) A list of all Association insurance policies, including but not limited to, property general liability, association director and officer 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;

- (g) All Association bylaws, articles, and rules and regulations;
- (h) The minutes of the Board of Directors and Member meetings for the fiscal year immediately preceding the current annual disclosure;
- (i) The Association's responsible governance policies adopted under Section 38-33.3-209.5 (to the extent such policies have not already been incorporated in these bylaws); and
- (j) The name of the Association; the name of the association's manager or designated agent, a valid physical address and telephone number for the association and designated agent or management company, if any; the name of the common interest community; the initial date of recording of the Protective Covenants and its reception number.

Section 9.2. Disclosure of the above-referenced items shall be accomplished by one of the following means: posting on an internet web page with accompanying notice of the web address via first class mail or e-mail; the maintenance of record files at the Association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.

ARTICLE 10 ALTERNATIVE DISPUTE RESOLUTION

Section 10.1 ADR Policy. In accordance with responsible governance, the Board, pursuant to C.R.S. §38-33.3-124 and C.R.S. §38-33.3-209.5, shall adopt a protocol known as the Falls Creek Ranch Association, Inc. Alternative Dispute Resolution that makes use of mediation as precondition to the filing of a complaint between an Owner and the Association. This protocol and procedure shall be used to handle disputes between Owners and the Association only after all other available resolution procedures, including the Notice and Hearing Procedure for covenant violations, have been exhausted. The Alternative Dispute Resolution policy and procedure may be amended, from time to time, with affirmative majority vote of the Board.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Notices. All notices to the Association or the Board of Directors shall be delivered to the office of the President, or to the office of the Association if different from the President, or to such other address as the Board of Directors may designate by written notice to all Lot Owners and to all holders of First Mortgages in the Lots who have notified the Association that they hold a First Mortgage in a Lot. Except as otherwise provided, all notices to any Lot Owner shall be sent to the Lot Owners' address as it appears in the records of the Association. All notices to holders of First Mortgages in the Lots shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by mail to their respective addresses. All notices shall be

deemed to have been given when received.

Section 11.2 Fiscal Year. The fiscal year of the Association shall be August 1 – July 31.

Section 11.3 Bank Accounts. The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

Section 11.4 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 11.5 Office. The principal office of the Association shall be on the Property or at such other place as the Board of Directors may from time to time designate.

Section 11.6 Reserves. As a part of the adoption of the regular budget the Board of Directors shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Element improvements. The Board is authorized to deposit reserve funds with national or state banks or with any state chartered or federally chartered savings and loan association doing business in Colorado for fixed periods of time at such rate of interest as may be negotiated but in no event shall any such deposit be in excess of the amount insured by the federal deposit insurance corporation or its successor. The Board is also authorized to invest reserves in mutual funds, stocks or CDs or hire an investment brokerage firm to accomplish same, so long as the investment of said funds are, in the opinion of the Board and their financial advisor, "low-risk" investments.

Section 11.7 Standard of Care. In the performance of their duties, the officers and Directors are required to exercise ordinary and reasonable care.

Section 11.8 Conflicts of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall control; in the case of any conflict between the Articles of Incorporation and the Protective Covenants, the Protective Covenants shall control.

Section 11.9 Members and Membership. Provisions relating to Members and Membership as set forth in Article II of the original Bylaws of the Association are attached hereto and incorporated herein as Exhibit A.

ARTICLE 12

AMENDMENTS TO BYLAWS

Section 12.1 Amendment. The Bylaws, in whole or in part, may be amended by a majority vote of the members of the Board of Directors following notice and comment to all Lot Owners.

Section 12.2 Affect on Mortgagees. No amendment of the Bylaws of this Association shall be adopted which would affect or impair the validity or priority of any mortgage covering any Lot or which would change the provisions of the Bylaws with respect to institutional mortgagees of record.

ATTEST: Certified to be the Bylaws adopted by consent of the Board of Directors of Falls Creek Ranch Association, Inc., December 17, 2011.

Rebecca Steinbach
, Secretary

APPENDIX A

Amendment To Article II of the Bylaws Approved by Owners On July 9, 2011

ARTICLE II Members and Membership

1. **Number of Members:** In accordance with the Articles of Incorporation, the Corporation (referred to herein and elsewhere in the Bylaws as the "Association") shall consist of a maximum of 100 lots.
2. **Class and Voting:** There shall be one class of membership only. Each lot, unless otherwise provided in the Covenants (referred to elsewhere in the Bylaws as the "Protective Covenants"), shall be entitled to one vote, regardless of the number of owners who hold title to a lot in the Association.
3. **Qualification of Members:** Any person(s), trust, entity or partnership who holds title to a lot in Falls Creek Ranch (the "Ranch") shall be a member of the Association.
4. **Membership not Severable from Land:** Each membership shall be an incident of ownership of a one acre lot lying within the Ranch and shall not be severable therefrom.
5. **Liens and Foreclosures:** As provided in the Covenants, the Board of Directors may attach liens to properties and may foreclose such liens.
6. All members of the Association shall have full and non-exclusive use of all roads within the Ranch and all common lands or interests therein, including easements, owned by the Association, subject only to the Articles of Incorporation (the "Articles"), the By-Laws, the Covenants, and such rules and regulations as may be set forth by the Board of Directors.
7. It shall be the duty of each member to abide by the Articles, the By-Laws, the Covenants, and the Committee Rules established by the Board for the benefit of the Association and its members.
8. Subject to the Fifth Article of the Articles of Incorporation, limitations on all rights and privileges of membership in and members of the Association shall be as set forth in the Covenants, or the By-Laws.