

***AMENDED AND RESTATED
BYLAWS
OF
JACKSON LAKE PROPERTY OWNERS
ASSOCIATION, INC.***

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**AMENDED AND RESTATED
BYLAWS
OF
JACKSON LAKE PROPERTY OWNERS ASSOCIATION, INC.
RECITALS**

Jackson Lake Property Owners Association, Inc., a Colorado nonprofit corporation("Association"), certifies that:

The Association desires to amend and restate its Bylaws currently in effect as follows. The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and all amendments. The Bylaws of the Association are hereby amended by striking in their entirety Articles 1 through 11, inclusive, and by substituting the following:

**ARTICLE 1.
INTRODUCTION AND PURPOSE**

These Amended and Restated Bylaws are adopted for the regulation and management of the affairs of the Association. The Association has been organized as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to act as the Association under the Declaration of Covenants, Conditions and Restrictions, as amended (the "Declaration"). The purposes for which the Association is formed are to operate and govern the community known as Jackson Lake Village; to provide for the administration, maintenance, preservation and architectural review of the Lots and Common Area within the Jackson Lake Village Community; and to promote the health, safety, welfare and recreation of the Owners within the Jackson Lake Village Community.

**ARTICLE 2.
DEFINITIONS**

In supplement of the definitions provided for in the Declaration, the following terms shall have the meaning set forth below, unless the context requires otherwise:

Section 2.1 Act shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.

Section 2.2 Assessment shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expense levied to Lots pursuant to the Declaration or the Act, including interest, late fees, attorney fees, fines and costs.

Section 2.3 Association shall mean and refer to the Jackson Lake Property Owners Association, Inc., and its successors and assigns.

Section 2.4 Board or Board of Directors shall mean the body designated in the Governing Documents to act on behalf of the Association.

Section 2.5 Common Area or Common Elements shall mean all real property and all improvements located thereon and personal property owned and managed by the Association for the common use and enjoyment of the Owners. The Common Area shall include, but not be limited to, Lots A, B and C as designated on the Plat, and all roads, greenbelts and beaches within the Property and any Improvements thereon; all Common Area facilities including the clubhouse, boat ramp, and horseshoe facility; all private roads; the Wastewater Treatment Plant, Sewage Dump Station and Leach fields, as designated on the Plat, and all water pipes up to each Owner's shutoff and backflow device as required by the Association's water hookup regulations.

Section 2.6 Common Expenses shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 2.7 Community or Jackson Lake Village or Planned Community shall mean the planned community known as "Jackson Lake Village," and the real property subject to the Declaration and as further defined by the recorded Plats and the legal descriptions contained in the Declaration, and the Members of the Association.

Section 2.8 Declaration shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Jackson Lake Village, as amended, recorded in the office of the Clerk and Recorder of Morgan County, Colorado.

Section 2.9 Governing Documents shall mean the Declaration, the Plat, the Articles of Incorporation, the Bylaws, any Maps and any Rules and Regulations of the Association, as all of the foregoing may be amended from time to time. --

Section 2.10 Lot shall mean and refer to any of the Lots numbered 1 through 350, as shown upon any recorded subdivision Map or Plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area. Lots A, B and C are part of the Common Area.

Section 2.11 Member shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

Section 2.12 Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Ownership of a Lot includes ownership of an undivided 1/350th interest in the Common Area per Lot.

Section 2.13 Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

Section 2.14 Quorum shall mean and refer to the requisite number of votes present at a meeting, pursuant to the Governing Documents.

Section 2.15 Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association or the Board of Directors for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE 3. MEMBERSHIP AND VOTING

Section 3.1 Membership and Voting. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be entitled to cast one vote. Fractional and cumulative voting are prohibited.

Section 3.2 Suspension of Voting Rights. During any period in which an Owner shall be in default 15 or more days in the payment of any Common Expense Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association, the voting rights of the Owner shall be deemed suspended by the Board of Directors, without notice or hearing, until the Assessment has been paid. Voting rights and use rights of an Owner may also be suspended, after notice and the opportunity for a hearing, for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater.

Section 3.3 Member Voting.

(a) At all meetings of Members, each Member eligible to vote may vote in person or by proxy.

(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 such Lot.

(c) 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 of those Owners. Majority agreement exists 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. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.

(d) The vote of a any legal entity other than natural persons may be cast by any official of that entity in the absence of express notice of the designation of a specific person by its governing body. In the event of disagreement between or among officials of any entity and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.

(e) The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership.

(f) The chair of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote.

(g) Votes allocated to Lots owned by the Association may be cast by the Board. Lots A, B, and C shall have no voting rights.

Section 3.4 Transfer of Membership. Transfers of membership shall be made on the books of the Association only upon recordation of a Deed in the Morgan County real estate records, and presentation of any other evidence necessary to satisfy the Association of the effective transfer of ownership of the Lot to which the membership is appurtenant.

ARTICLE 4. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. An annual meeting of the Members shall be held during each of the Association's fiscal years, on any day during the month of January or at such time and place as determined by the Board. At these meetings, the officers and directors shall be elected by the Members, in accordance with the provisions of these Bylaws. The Members may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not be considered a forfeiture or dissolution of the Association.

Section 4.2 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 the secretary upon receipt of a petition signed by Owners comprising at least 15% of the total votes in the Association. The form of notice, date, time and place of the meeting shall be determined by the Board. If a notice for a special meeting demanded pursuant to petition is not given by the secretary within 30 days after the date the written demand or demands are delivered to the secretary, the person signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws. Any meeting called under this Section shall be conducted by the President of the Board, or in his/her absence, a person chosen by a majority of the Board. In the absence of a Board representative and a quorum of the membership is present, the members shall elect a chairperson to conduct the meeting.

Section 4.3 Notice of Meetings. Notice of each meeting of the Members shall be physically posted in a conspicuous place if feasible and practicable. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, or by personal delivery, at least 30 days before, but not more than 50 days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by a Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. No matters shall be heard nor action adopted at a special meeting except as stated or allowed in the notice.

Section 4.4 Place of Meetings. Meetings of the Members shall be held in Jackson Lake Village, or in any other location convenient to the Members, as may be designated by the Board of Directors.

Section 4.5 Quorum of Members. The presence of Owners eligible to cast 25% of the total votes in the Association at any meeting, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, and these Bylaws. If the required quorum is not present, the Members who are present shall have power to adjourn the meeting to a later date. If adjourned, at least 10 days notice of the next meeting is sent out to the membership. If a quorum is still not present at the second meeting, then those attending (either in person or by proxy) shall constitute a quorum for that meeting.

Section 4.6 Proxies for Members Meetings.

(a) The vote allocated to a Lot may be cast under a proxy duly executed by an Owner. Proxyholders do not need to be Owners.

(b) All proxies shall be in writing with the Owner's signature witnessed and filed with the secretary or designee of the Association.

(c) If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of the vote by the other Owners of the Lot through a duly executed proxy. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.

(d) An Owner may revoke a proxy given under this section in person at the meeting, or by delivery of written notice of revocation to the person presiding over a meeting of the Association prior to the meeting being called to order.

(e) A proxy is void if it is not dated.

(f) A proxy terminates 11 months after its date, unless it specifies a shorter term or a specific purpose, or upon sale of the Lot for which the proxy was issued.

(g) Proxies obtained through fraud or misrepresentation are invalid as determined in the sole discretion of the Secretary of the Association.

Section 4.7 Order of Business. The Board may establish the order of business for all meetings of the Board or Members. Failure to strictly follow Robert's Rules of Order shall not invalidate any action taken at a meeting of the Board or Members, except that at a Members' meeting, motions made and seconded by Members shall be heard and acted upon.

Section 4.8 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and the waiver shall be deemed equivalent to the receipt of notice. Attendance at the meeting shall constitute a waiver of notice unless attendance is for the express purpose of objecting to the sufficiency of the notice, in which case, such objection must be raised before the business of which proper notice was not given is put to a vote.

Section 4.9 Voting Procedures/Secret Balloting.

(a) Secret ballots must be used in Board member elections and, upon the request of one or more Owners, in any other matter in which Owners are entitled to vote.

(b) Voting may be by show of hands, by consent, by mail, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by a majority of the Members present at a meeting.

(c) Voting on special assessments and sale or mortgage of major capital assets voting must be by mail, by proxy, or by written ballot.

Section 4.10 Voting by Mail.

(a) In case of a vote by mail in lieu of a meeting, the secretary shall mail or deliver written notice to all Members at each Member's address as it appears in the records of the Association given for notice purposes. The notice shall include:

(i) a proposed written resolution setting forth a description of the proposed action,

(ii) a statement that Members are entitled to vote by mail for or against such proposal,

(iii) a date at least 30 days after the date such notice shall have been given on or before which all votes must be received at the address designated in the notice, and,

(iv) the number of votes which must be received to meet the quorum requirement and the percentage of votes received needed to carry the vote.

(v) Voting by mail shall be acceptable in all instances in the Declaration, Articles or these Bylaws requiring the vote of Members at a meeting, except for voting at the Annual Meeting of the Members.

Section 4.11 Voting in Elections of Officers and Directors/Other Voting. In an election of officers and directors, the Members receiving the largest number of votes shall be elected. On all other items, the vote of more than 50% of Lots casting ballots at a meeting at which a quorum is present shall constitute a majority and shall be binding upon all Members for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws, the Articles of Incorporation, as amended, or by law.

Section 4.12 Acceptance or Rejection of Individual Votes. The Association has the right to reject a vote, consent, written ballot, waiver, proxy appointment or proxy appointment revocation when it has a reasonable, good faith basis to doubt the validity of the signature or the signatory's authority to sign for the unit owner. The Association and its officer or agent who accepts or rejects any of the above in good faith is not liable for any damages that may result from the acceptance or rejection. Unless a court decides otherwise, any action taken on the acceptance or rejection of any of the above will be deemed valid.

Section 4.13 Counting of Ballots. All ballots shall be counted by a neutral third party, or by a non-candidate Owner, present at the meeting, and selected at random from a pool of two or more non-candidate Owners as may be further defined by policy or procedures of the Association. The Audit Committee shall supervise ballot counting.

ARTICLE 5. BOARD

Section 5.1 Number. The affairs of the Association shall be governed by a Board of Directors which shall consist of not less than five nor more than seven members, elected or appointed as provided below (the "Board"). The exact number of directors may be changed by a duly adopted resolution of the Board of Directors. One (1) member of the Board shall be a maintenance director and two (2) members of the Board shall be at-large directors. The remaining Board members shall be the duly elected president, vice-president, secretary and treasurer of the Association as designated in Article 8 herein. Notwithstanding anything herein, the Board may only eliminate a director's position at the end of the director's term unless the position is vacant. In the case where through removal or resignation, the total number of Board members is less than five, the Board will be considered properly constituted until such vacancies are filled. The number of members of the Board may be increased or decreased by amendment of these Bylaws.

Section 5.2 Qualification.

(a) Only Owners, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board.

(b) If any Lot is owned by a partnership, corporation or trust, only properly authorized individuals of that entity, as set forth in these Bylaws, shall be eligible to serve as a director and shall be deemed to be a Member for the purposes of these Bylaws.

(c) Any director who is more than 30 days delinquent in payment of any Assessment shall not be qualified to serve on the Board.

(d) Any director who has unexcused absences from three consecutive Board meetings shall not be qualified to serve on the Board. Excused absences are determined by a majority of the remaining Board members.

(e) Any director who is in violation of any provision of the Governing Documents of the Association for more than 30 days after notification and opportunity to cure shall not be qualified to serve on the Board.

(f) Any director who maintains an adversarial proceeding (i.e. litigation) against the Association shall not be qualified to serve on the Board.

(g) If a director is not qualified to serve on the Board, the director's position shall be deemed vacant.

Section 5.3 Term of Office for Directors. The term of office of directors shall be one year or until a successor is elected.

Section 5.4 Resignation of Directors. Any director may resign at any time by giving written notice to the president, to the secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

Section 5.5 Removal of Directors.

(a) One or more directors or the entire Board of Directors may be removed at a Special Meeting of Members called pursuant to these Bylaws, with or without cause, by a vote of a majority of the Members present and entitled to vote at a meeting at which a quorum is present. Notice of a Special Meeting of the Members to remove directors shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the directors sought to be removed, as provided in these Bylaws. Directors sought to be

removed shall have the right to be present at this meeting and shall be given the opportunity to speak to the Members prior to a vote to remove being taken.

(b) In the event of removal of one or more directors, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his or her predecessor.

Section 5.6 Vacancies. Vacancies on the Board caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining Board at any time after the occurrence of the vacancy, even though the directors present at that meeting may constitute less than a quorum. Each person so appointed shall be a director who shall serve for the remainder of the unexpired term.

Section 5.7 Compensation. No director shall receive compensation for any service they may render as a director to the Association. However, any director may be reimbursed for reasonable actual expenses incurred in the performance of Association duties.

ARTICLE 6. MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, place and hour as may be fixed by the Board. The Board may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director. If a notice for a special meeting demanded pursuant to this Section is not given by the Board within 3 days after the date the written demand or demands are delivered to the Board, the directors signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of Section 6.3 of these Bylaws.

Section 6.3 Organizational Meetings. The first meeting of a newly elected Board of Directors shall be held within 23 days of election at such place as shall be fixed by the directors at the meeting at which such directors are elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 6.4 Notice of Board Meetings. Except as provided in Section 6.1 above, written notice of each meeting of the Board shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least three days before the meeting, or by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to,

personal delivery, facsimile, and e-mail delivery, to each Board member entitled to vote, addressed to the Board member's address last appearing on the books of the Association, or supplied by a Board member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6.5 Location of Meetings and Open Meetings. All meetings of the Board of Directors shall be open to attendance by Members, as provided by applicable Colorado law. All meetings of the Board of Directors shall be held in the Community, by conference call, electronic means or in the Morgan County area, unless all directors consent in writing to another location. (c) Rules and Regulations and Special Assessments may be adopted only in open meetings of the Board, and may not be adopted in closed or executive sessions of the Board. (d) For any executive session or closed Board meeting, minutes kept for that part of the meeting should only indicate that an executive session was held and the general subject of the executive session.

Section 6.6 Waiver of Notice. Any director may waive notice of any meeting in writing. Attendance by a director at any meeting of the Board 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 the meeting.

Section 6.7 Quorum. At all meetings of the Board a majority of the directors shall constitute a quorum for the transaction of business, unless there are fewer than three directors, in which case all directors must be present to constitute a quorum. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board unless there are fewer than three directors, in which case, unanimity of the directors is required to constitute a decision of the Board. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 6.8 Consent to Corporate Action. The directors shall have the right to take any action, except the adoption of a rule, regulation, or Special Assessment, in the absence of a meeting, which they could otherwise have taken at a meeting, by:

(a) Obtaining the unanimous verbal vote of all directors which vote shall be noted in the minutes of the next meeting of the Board and ratified at that time;

(b) Obtaining the written vote of all of the directors, with at least a majority of the directors approving the action, provided that those directors who vote "no" or abstain from voting have waived notice of a meeting in writing. The secretary shall file the written votes with the minutes of the meetings of the Board of Directors;

(c) Any action taken under subsections (a) and (b) shall have the same effect as though taken at a meeting of the directors.

Section 6.9 Telephone Communication in Lieu of Attendance. A director may attend a meeting of the Board by using an electronic or telephonic communication method whereby the director may be heard by the other directors and may hear the deliberations of the other directors on any matter properly brought before the Board. The director's vote shall be counted and the presence noted as if that director were present in person.

Section 6.10 Unit Owner Participation. Owners must be allowed to speak before the Board takes formal action on any item under discussion. The Board shall allow a reasonable number of persons to speak on each side of the item, but the Board may place reasonable restrictions on the time allowed for each Owner to speak. Owners shall be allowed to speak during those portions of a Board meeting at those times expressly determined by a majority of the Board.

ARTICLE 7.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Declaration and these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Community as a first class residential and recreational community, including the following powers and duties:

- (a) Exercise any other powers conferred by the Governing Documents;
- (b) Adopt and amend Rules and Regulations, including responsible governance policies, procedures and rules and regulations as required by the Act, and including penalties for infraction thereof subject to any requirements of the Declaration and the Bylaws;
- (c) Adopt and amend budgets subject to any requirements of the Declaration and the Bylaws;
- (d) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;
- (e) Collect Assessments as provided by the Governing Documents;
- (f) Employ a managing agent, independent contractors or employees as it deems necessary, and prescribe their duties;
- (g) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents, and, in the Association's name, on behalf of the Association or two or more Owners, on matters affecting the Community;

(h) Make contracts, administer financial accounts and incur liabilities in the name of the Association;

(i) Acquire, hold, encumber and convey, in the Association's name and in the ordinary course of business, any right, title or interest to real estate, pursuant to the consent requirements set forth in the Governing Documents;

(j) Borrow funds and secure loans with an interest in future Assessments, provided that if a Special Assessment is required to pay the loan, it shall have been approved by the members in advance, in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore, subject to the requirements set forth in the Declaration;

(k) Provide for the indemnification of the Association's directors and any person serving without compensation at the request of the Association, and maintain association professional liability insurance;

(l) Supervise all persons acting on behalf of and/or at the discretion of the Association;

(m) Procure and maintain liability and hazard insurance as set forth in the Governing Documents.

(n) Cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate;

(o) A duty to preserve the recreational amenities and assets of the Community

(p) Exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or the Act.

Section 7.2 Managing Agent. The Board may employ a managing agent for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. The Board shall have the authority to delegate any of the powers and duties set forth in this Article to a managing agent. Regardless of any delegation to a managing agent, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law.

Section 7.3 No Waiver. The omission or failure of the Association or Owner to enforce the covenants, conditions, easements, uses, limitations, obligations, or other provisions of the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board or the managing agent shall have the right to enforce the same at any time.

ARTICLE 8. OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The elected officers of this Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such appointed officers, who are not required to be Directors, as the Board may from time to time create by resolution. The offices of President, vice-president, treasurer and secretary, may not be held by the same person, except on an interim basis until vacancies are filled.

Section 8.2 Election/Term of Officers. Officers shall be elected by the Members for one-year terms.

Section 8.3 Special Appointments. The Board may appoint other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.4 Resignation and Removal. Any appointed officer may be removed from office with or without cause by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 8.5 Vacancies. A vacancy in any elected office must be filled by appointment by the Board within 30 days by majority vote of the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.6 Duties. The duties of the officers are as follows:

(a) President. The president shall have all of the general powers and duties which are incident to the office of president of a Colorado nonprofit corporation including, but not limited to the following: preside at all meetings of the Board of Directors; appoint committees; see that orders and resolutions of the Board are carried out; sign all contracts, leases and other written instruments; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.

(b) 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.

(c) Secretary. The secretary shall record the votes and maintain the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties incident to the office of secretary or as required by the Board. The secretary shall be the custodian of all official documents and contracts of the Association.

(d) Treasurer. The treasurer shall be responsible for the receipt, deposit and disbursement of Association funds and securities and for maintenance of full and accurate financial records; shall preside over the budget committee in the annual budget process; ensure the annual tax returns are filed, prepare a statement of income and expenditures to be presented to the membership at least annually, and deliver a copy of each to the Members. The treasurer shall perform all duties incident to the office of treasurer.

Section 8.7 Delegation. The duties of any officer may be delegated to the managing agent or another Board member; *provided, however*, the officer shall not be relieved of any responsibility under this Section or under Colorado law.

ARTICLE 9. COMMITTEES

Section 9.1 Designated Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board. Two committees are required, the Audit Committee and the Budget Committee.

- (a) The Budget Committee shall prepare and present a proposed budget to the Board for review and adoption in November of the year prior to the year the proposed budget is to take effect
- (b) The Audit Committee shall conduct an independent financial review in accordance with the Audit Committee Standards adopted by the the Association. The Audit Committee shall also supervise ballot counting. Not all Audit Committee members need be Owners; however, the chairperson of the Audit Committee must be an Owner. No Audit Committee member shall be: (i) a co-Owner of a Lot owned by a Board member; or (ii) related to a Board member. If an audit committee member resigns, the remaining audit committee members may appoint someone to fill the vacancy.

Section 9.2 Open Committee Meetings. All committee meetings shall be open to attendance by Members, as provided by applicable law.

ARTICLE 10. BOOKS AND RECORDS

Section 10.1 Association Records.

(a) The Association or its managing agent, if any, shall keep the following records permanently at its principal office, as required by the Act:

- (i) Minutes of all Board and Owner meetings;
- (ii) All actions taken by the Board or Owners by written ballot instead of holding a meeting;
- (iii) All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association;
- (iv) Copies of all variances granted by the Architectural and Advisory Committee under Section 6.1 of the Declaration;
- (v) All waivers of the notice requirements for Owner meetings, Board member meetings, or committee meetings;
- (vi) All correspondence between the Association and the Owner relating to any dispute or litigation;
- (vii) Copies of any Board approved Owner alterations, improvements, connections to Common Area, including any maps & diagrams; and
- (viii) Any other records the Board designates as permanent by written resolution.

(b) The Association or its managing agent, if any, shall keep the following records at its principal office for such length as determined by the Board:

- (i) An account for each Lot which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each Assessment comes due, any other fees payable by the Owner, the amounts paid on the account and the balance due;
- (ii) An account for each Owner showing any other fees payable by the Owner;

(iii) The annual budget, monthly balance sheet and income and year to date income and expense statement of the Association;

(iv) The current operating budget;

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

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

(vii) Year end balance sheet, income statement, and tax returns for state and federal income taxation for at least 7 years;

(viii) Minutes of meetings of the Owners, directors, committees and waivers of notice, if any;

(ix) Copies of at least the three most recent years' correspondence between the Association and Owners;

(x) Copies of the most current versions of the Governing Documents, along with their exhibits and schedules;

(xi) Board resolutions affecting Owners;

(xii) Minutes of all Owner meetings and records of any actions taken by Owners without a meeting for at least the past three years;

(xiii) A list of the names and business or home addresses of current Board and its officers;

(xiv) All financial audits or review conducted pursuant to Section 38-33.3-303(4)(b) of the Act for at least the last three years; and

(xv) Copies of current contracts and any contracts expired within the last three years between the Association and third parties.

(c) The Association or its managing agent, if any, must maintain a record of all Owners that allows preparation of a list of the names and addresses of all Owners as well as number of votes allocated to each Lot

Section 10.2 Minutes and Presumptions Under the Minutes. Minutes or any similar record of the meetings of Members, or of the Board of Directors, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 10.3 Examination. The books, records and papers of the Association shall at all times, during normal business hours and after at least five days written notice, be subject to inspection and copying by any Member, at their expense, except documents determined by the Board to be confidential pursuant to a written policy or applicable law. Any Owner's request to inspect and copy Association records must be made in good faith, for a proper purpose, and describe with reasonable detail what records are requested and why. Requested documents must be relevant to the stated purpose for the request. The Association may charge the actual costs for copying of the records.

ARTICLE 11. AMENDMENTS

Section 11.1 Bylaw Amendments.

(a) These Bylaws may be amended by a vote of a majority of those Members eligible to vote who are present and voting, in person or by proxy, at a duly constituted meeting of the Members called for that purpose, provided notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting is being conducted for the purpose of amendment. Prior to voting on a proposed amendment to the Bylaws, the Owners shall have a right to receive notice of the proposed amendment and the right to comment orally or in writing.

(b) These Bylaws may be amended by the Board of Directors, without Member approval, to the extent necessary to comply with any statutory or judicial requirements.

ARTICLE 12. INDEMNIFICATION

Section 12.1 Obligation to Indemnify.

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; by reason of the fact that the person is or was a director, officer or committee member of the Association; provided the person is or was serving at the request of the Association in such capacity; and provided that the person:

- (i) acted in good faith, and;
- (ii) in a manner that the person reasonably believed to be in the best interests of the Association, and;
- (iii) with respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(b) Notwithstanding anything in subsection (a) above, unless a court of competent jurisdiction determines that, in view of all circumstances of the case, the person is fairly and reasonably entitled to expenses, no indemnification shall be made:

(i) In connection with a proceeding by or in the right of the Association, where the person has been adjudged to be liable to the Association; or

(ii) In connection with any other proceeding charging that the person received an improper personal benefit, whether or not involving action in an official capacity, the person has been adjudged liable on the basis the person received an improper personal benefit.

(c) To the extent that the person has been wholly successful on the merits in defense of any action, suit or proceeding as described above, the person shall be indemnified against actual and reasonable expenses (including expert witness fees, attorney fees and costs) incurred in connection with the action, suit or proceeding.

Section 12.2 Determination Required.

(a) The Board of Directors shall determine whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of those members of the Board of Directors who were not parties to the action suit or proceeding.

(b) If a quorum cannot be obtained as contemplated above or if a quorum has been obtained and the Board so directs, a determination may be made, at the discretion of the Board, by:

(i) independent legal counsel selected by a majority of the full Board; or

(ii) by a majority the voting members, but voting members who are also at the same time seeking indemnification may not vote on the determination.

Section 12.3 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with:

(a) A written affirmation of that person's good faith belief that he or she has met the standard of conduct described above and;

(b) A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

Section 12.4 No Limitation of Rights. The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to C.R.S. § 38-33.3-101, *et seq.*, and the Colorado Revised Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 12.5 Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, the manager, committee members, or anyone acting at the direction of the Board, covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the direction of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article.

ARTICLE 13. MISCELLANEOUS

Section 13.1 Notices. All notices to the Association or the Board shall be delivered to the office of the managing agent, or, if there is no managing agent, to the office of the Association, or to such other address as the Board may designate by written notice to all Owners. Except as otherwise provided, all notices to any Owner shall be mailed to the Owner's address as it appears in the records of the Association. All notices shall be deemed to have been given when mailed or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

Section 13.2 Conflicts. In the case of any conflicts between the Declaration and these Bylaws or the Articles of Incorporation, the terms of the Declaration shall control. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the terms of the Articles of Incorporation shall control.

Section 13.3 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.

CERTIFICATION

By signature below, the secretary of the Board of Directors certifies these Amended and Restated Bylaws received the affirmative vote of 2/3 of the Members present and voting, in person or by proxy, at a duly constituted meeting of the Members.

**JACKSON LAKE PROPERTY OWNERS
ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By: Wanda J. Perry
Secretary

Date: 4/29/06