

*AMENDED AND RESTATED
BYLAWS
OF
PRAIRIE VIEW PROPERTY OWNERS ASSOCIATION, INC.*

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OF
PRAIRIE VIEW PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1. INTRODUCTION AND PURPOSE

These are the Amended and Restated Bylaws of the Prairie View Property Owners Association, Inc. ("**Association**"), which association operates under the Colorado Revised Nonprofit Corporation Act, as amended, and applicable portions of the Colorado Common Interest Ownership Act, as amended (the "**Act**").

The purpose for which the Association is formed is to operate and govern the community known as *Prairie View Subdivision*.

ARTICLE 2. DEFINITIONS

"**Act**" shall mean the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as it applies to common interest communities which are defined as limited expense planned communities under the Act.

"**Association**" shall mean and refer to the Prairie View Property Owners Association, Inc., its successors and assigns.

"**Board**" or "**Board of Directors**" shall mean the Board of Directors of the Association.

"**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

"**Community**," "**Planned Community**" or "**Prairie View Community**" shall mean the *Prairie View Subdivision*, as further defined by the recorded plats and the legal descriptions contained therein.

"**Declaration**" shall mean and refer to the Protective Covenants of Prairie View, applicable to the Properties recorded in the office of the Clerk and Recorder of Adams County, Colorado.

"**Governing Documents**" shall mean the Articles of Incorporation, the Bylaws, the Declaration, as amended, and rules and regulations of the Prairie View Property Owners Association, Inc.

"**Lot**" shall mean and refer to any plot of land shown upon any recorded Subdivision Map of the Properties with the exception of any Common Areas, if any.

"Member" shall mean and refer to those persons entitled to membership, as provided in the Declaration.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE 3. MEMBERSHIP, VOTING

Section 3.1 Membership. Every person or entity who is a record owner of a Lot which is subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

Section 3.2 Voting. Each Lot shall be entitled to cast one (1) vote.

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, at such time of the year and date as determined by the Board and set forth in the notice of the meeting. At these meetings, the Directors shall be elected by ballot of the Members, in accordance with the provisions of these Bylaws, the Declaration and Articles of Incorporation, or as otherwise determined by the Members present in person at the meeting. 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 a petition signed by Owners comprising twenty percent (20%) of the votes in the Association.

Section 4.3 Notice of Meetings. 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 certified copy of such notice, postage prepaid, at least ten (10) days before, but not more than fifty (50) days before such meeting, to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such 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 the Prairie View Community, or in any other location in Adams County, State of Colorado, and may be adjourned to a suitable place convenient to the Members, as may be designated by the Board or the President.

Section 4.5 Membership List. For the purpose of determining the Members entitled to notice of, or to vote at, any meeting of Members, or any adjournment thereof, or in order to make

the determination of members for any other purpose, the Board may provide that the membership books of the Association shall be closed for any stated period not exceeding fifty (50) days before the event in question. An officer or agent, as directed by the Board shall make a complete list of the Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, together with the address of such Members, which list, for a period of fifteen (15) days prior to such meeting shall be kept on file at the principal office of the Association, and shall be subject to inspection any Member at any time during the usual business hours. Only the Members who are current in paying their assessments shall be entitled to vote at any meeting of the Members.

Section 4.6 Quorum of Members. The presence of Members at any meeting in person or by proxy, entitled to cast fifty percent (50%) of all the votes 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 from time to time without notice other than announcement at the meeting, until a quorum is present.

Section 4.7 Voting. At all meetings of Members, each Member eligible to vote may vote in person or by proxy. 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. 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. 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 owning corporation or business trust. 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. The moderator 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. Votes allocated to Lots owned by the Association may not be cast.

Section 4.8 Proxies. The vote allocated to a Lot may be cast under a proxy duly executed by an Owner. All proxies shall be in writing and filed with the Secretary or designee of the Association. 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. An Owner may revoke a proxy given under this section by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated. A proxy terminates eleven (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.

Section 4.9 Majority Vote. The vote of more than fifty percent (50%) of Lots represented at a meeting at which at least a quorum is present shall constitute a majority and shall be binding upon all Owners 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 4.10 Order of Business and Rules at Meeting. The Board may establish the order of business and prescribe reasonable rules for the conduct of all meetings of the Board or Members.

Section 4.11 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.

Section 4.12 Voting by Mail in Lieu of a Meeting. The Board of Directors may decide that voting of the Members on any matter required or permitted by the statutes of Colorado, the Declaration, the Articles of Incorporation, or these Bylaws, as amended, shall be by mail instead of at a meeting. In case of a vote by mail, the Secretary shall mail written notice to all Members at each Member's address as it appears in the records of the Association. 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, and (iii) a date at least thirty (30) days after the date such notice shall have been given on or before which all votes must be received at the office of the Association at the address designated in the notice. Voting by mail shall be acceptable in all instances in the Declaration, or these Bylaws, as amended, requiring the vote of Members at a meeting, except the election of Directors.

The Board of Directors may conduct elections of Directors by mail, in its sole discretion and pursuant to procedures adopted by it; *provided however*, that any procedures adopted shall provide for notice to members of the opportunity to run for a vacant position and/or nominate any member of the Association for a vacant position, subject to the nominated Member's consent.

ARTICLE 5. BOARD

Section 5.1 Number and Qualification. The affairs of the Prairie View Property Owners Association, Inc. shall be governed by a board of directors which shall consist of five (5) Members, who shall be Owners, elected or appointed as provided below (the "**Board**"). Only Owners, eligible to vote and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board. In the case where through removal or resignation, the total number of Board members is less than five (5), 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. If any Lot is owned by a partnership or corporation, any officer, partner or employee of that Member shall be eligible to serve as a Director and shall be deemed to be a Member for the purposes of these Bylaws, as amended.

Section 5.2 Election. Election to the Board of Directors shall be by written ballot, unless another procedure is agreed upon by the Members present in person at a meeting. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Term of Office for Directors. The term of office of Directors shall be three (3) years for the first term held. Thereafter, directors serving additional terms shall serve a term of

one (1) year or until such time as a successor is elected. The terms of the Directors shall be staggered, as determined by the Board of Directors.

Section 5.4 Removal of Directors. One or more Directors or the entire Board of Directors may be removed at any meeting of Members called pursuant to Section 4.2 and 4.3 of these Bylaws, as amended, with or without cause, by a vote of a majority of the Members present in person or by proxy. Notice of a meeting of the Members to remove directors shall be provided to every member of the Association, including the Directors sought to be removed, as set forth in Section 4.3 of these Bylaws. Directors sought to be removed shall have the right to be present at such meeting and shall be given the opportunity to speak to the Members prior to a vote to remove being taken. In the event of removal of a Director, his or her successor shall be elected by the Members at this meeting and shall serve for the unexpired term of his or her predecessor. In the event of the removal of the entire Board, new Board members shall be elected by a vote of a majority of the Members present in person or by proxy. Directors so elected shall serve the unexpired term of his or her predecessor.

Section 5.5 Vacancies. Vacancies on the Board caused by any reason (other than removal) may be filled by appointment by a majority vote of the 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 5.6 Compensation. No Director shall receive compensation for any service he or she may render as a Director to the Association. However, any Director may be reimbursed for 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. All meetings of the Board shall be held within Adams County, Colorado unless all Directors consent in writing to another location.

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 (3) days' notice to each Director. The notice shall be delivered in a manner whereby confirmation of receipt of the notice is received, and shall state the time, place and purpose of the meeting.

Section 6.3 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 such meeting.

Section 6.4 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 (3) 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 (3) 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 6.5 Proxies. For the purposes of determining a quorum with respect to a particular proposal and for the purposes of casting a vote for or against that proposal, a Director may execute, in writing, a proxy to be held by another Director. The proxy shall specify either a yes, no, or abstain vote on each particular issue for which the proxy was executed. Proxies which do not specify a yes, no, or abstain vote shall not be counted for the purpose of having a quorum present nor as a vote on the particular proposal before the Board.

Section 6.6 Consent to Corporate Action. The Directors shall have the right to take any action in the absence of a meeting, which they could otherwise have taken at a meeting, by obtaining the written vote of all of the Directors, with at least a majority of the Directors approving the action. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

Section 6.7 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 Members and may hear the deliberations of the other Members 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 on that particular matter.

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 Prairie View Community, and for the operation and maintenance of the community as a first class residential property, including the following powers and duties:

- (a) Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy reasonable fines or default assessments for a violation of the Declaration, Bylaws, as amended, and rules and regulations of the Association;
- (b) Exercise any other powers conferred by the Declaration, Bylaws or Articles of Incorporation, as amended;
- (c) Adopt and amend rules and regulations, including penalties for infraction thereof;
- (d) Adopt and amend budgets for revenues, expenditures and reserves;

- (e) Keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;
- (f) Prepare all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors;
- (g) Collect assessments as provided by the Declaration and Act;
- (h) Employ a manager, an independent contractor, or such other employees as it deems necessary, and prescribe their duties;
- (i) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Declaration, Bylaws or Rules, and, in the Association's name, on behalf of the Association or two or more Owners, on matters affecting the Prairie View Community;
- (j) Make contracts, open bank accounts and incur liabilities in the name of the Association;
- (k) 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 or personal property, pursuant to the consent requirements set forth in the Declaration and Articles of Incorporation;
- (l) Borrow funds and secure such loans with an interest in future assessments, pursuant to consent requirements set forth in the Declaration and Articles of Incorporation;
- (m) Impose a reasonable charge for the preparation and recording of amendments to the Declaration, liens, or statements of unpaid assessments;
- (n) Provide for the indemnification of the Association's Officers and Directors and maintain Directors' and Officers' liability insurance;
- (o) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (p) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (q) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (r) Cause all officers or employees having fiscal responsibilities to be insured, as it may deem appropriate; and
- (s) 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 these Bylaws, the Articles of Incorporation, the Declaration or the Act.

Section 7.2 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 Declaration, the Bylaws, or the rules and regulations 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 officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and such other Officers as the Board may from time to time create by resolution, including a Secretary and a Treasurer, who are not required to be Directors. The offices of Secretary and Treasurer and any special offices created by resolution of the Board may be held by the same person.

Section 8.2 Election of Officers. The Officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 Special Appointments. The Board may elect such 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 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. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 8.5 Vacancies. A vacancy in any office may be filled by appointment by the Board by majority vote of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he 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 leases, mortgages, deeds and other written instruments and co-sign checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(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 as required by the Board.

(d) Treasurer. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records. The Treasurer shall cause all monies of the Association to be received and deposited in appropriate bank accounts and shall cause to be disbursed such funds as directed by resolution of the Board of Directors; shall cause to be kept proper books of account; shall sign checks and promissory notes of the Association; shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and cause to be delivered a copy of each to the Members present at such annual meeting; and shall prepare, certify and execute statements of unpaid assessments in accordance with Section 316 of the Act and charge, for the Association, a reasonable fee for the preparation of such statement as established by resolution of the Board.

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

Section 8.8 Compensation. No Officer shall receive compensation for any service he or she may render as an Officer of the Association. However, any Officer may be reimbursed for actual expenses incurred in the performance of Association duties.

ARTICLE 9. WATER SYSTEM MANAGEMENT

Section 9.1. The administration, management and operation of the Prairie View Water System shall be vested in the Board of Directors of the Association. The Board shall have the authority to delegate these responsibilities to a manager or managing agent.

Section 9.2 The Prairie View Water System, consisting of all wells, water rights, storage, transmission and distribution facilities, including pumps and all other appurtenances, including fire hydrants conveyed to the Association, shall be operated and maintained by the Board of Directors or its manager. In connection therewith, the Board shall have the power to adopt such rules and regulations as may be reasonably required, including meter specifications and provisions for water restrictions when necessary to conserve available supplies, or as may be required in conjunction with any lawful order of the Division of Water Resources or Colorado Water Court.

Section 9.3 The Board shall fix rates, charges and fees, as defined in the Declaration, and may from time to time adjust such rates, charges or fees, as may be reasonably necessary in order to recover costs of operating and maintaining the Prairie View Water System and to maintain an adequate repair and replacement reserve. The Board shall further make such special assessments as maybe required in the event the repair and replacement fund proves insufficient to accomplish needed repairs.

Section 9.4 On behalf of the Association, the Board of Directors may record a lien for payment of water rates, charges, fees and assessments as provided in the Declaration, shall collect

all rates, charges, fees and assessments made in connection with the operation of the Prairie View Water System and, in the event of nonpayment by any Member, the Board shall be authorized to file suit to enforce such liens, to suspend water services to the premises at which any arrearage has arisen or at which any violation of the system rules and regulations has occurred and generally, to pursue other recourse as it may deem necessary in order to enforce collection of rates, fees, charges or assessments or compliance with rules and regulations.

Section 9.5 The Board may hire such personnel as may be required in operating and maintaining the Prairie View Water System, including, but not limited to meter readers, office personnel, bookkeepers and the Board may further retain the services of an operating agent or manager and such other contractors as may be reasonably required.

Section 9.6 The Board shall approve all taps to the Prairie View Water System and no taps shall be made without prior approval.

Section 9.7 The Board shall provide for the installation of fire hydrants in accordance with the requirements of fire authorities having jurisdiction over the Prairie View Community.

Section 9.8 The Board shall act on behalf of the Association with respect to administration by the office of the State Engineer or the Colorado Water Court, of wells and other water rights owned by the Association.

ARTICLE 10. COMMITTEES

Section 10.1 Designated Committees. The Association may appoint an Architectural Control Committee as permitted in the Declaration, and such other 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.

ARTICLE 11. BOOKS AND RECORDS

Section 11.1 Records. The Association or its manager or managing agent, if any, shall keep the following records:

- (a) An account for each Lot, which shall designate the name and address of each 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, any other fees payable by the Owner, the amounts paid on the account and the balance due;
- (b) An account for each Owner showing any other fees payable by the Owner;
- (c) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- (d) The current operating budget;

- (e) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;
- (f) A record of insurance coverage provided for the benefit of Owners and the Association;
- (g) Tax returns for state and federal income taxation;
- (h) Minutes of proceedings of meetings of the Owners, Directors, committees of Directors and waivers of notice; and
- (i) A copy of the most current versions of the Declaration, Articles of Incorporation, Bylaws, rules and resolutions of the Board, along with their exhibits and schedules.

Section 11.2 Examination. The books, records and papers of the Association shall at all times, during normal business hours and after reasonable notice, be subject to inspection and copying by any Member, at their expense, for any proper purpose, except documents determined by the Board to be confidential pursuant to a written policy. The Board of Directors or the manager shall determine reasonable fees for copying.

ARTICLE 12. AMENDMENTS

Section 12.1 Bylaw Amendments. These Bylaws may be amended by a majority of the votes submitted by Members at a meeting of the Members at which at least a quorum is present, in person or by proxy, called for that purpose. Further, an Amendment may also be made by mail in lieu of a meeting pursuant to the assent of a majority of the votes returned, so long as votes equaling at least a quorum of the Members are returned.

ARTICLE 13. INDEMNIFICATION

Section 13.1 Actions Other Than By or In the Right of the Association. 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 (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or Officer of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual 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 his conduct was unlawful. 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 he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

Section 13.2 Actions By Or In The Right of The Association. The Association shall indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such person is or was a Director or Officer of the Association or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner which he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty in the Association unless, and to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses if such court deems proper.

Section 13.3 Successful on the Merits. To the extent that a Director, manager, Officer, project manager, employee, fiduciary or agent of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in paragraphs 13.1 or 13.2 of this Article 13, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred him or her in connection therewith.

Section 13.4 Determination Required. Any indemnification under paragraphs 13.1 or 13.2 of this Article 13 (unless ordered by a court) and as distinguished from paragraph 13.3 of this Article 13, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because such individual has met the applicable standard of conduct set forth in paragraphs 13.1 or 13.2 above. Such determination shall be made by the Board of Directors by majority vote of a quorum consisting of those members of the Board who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel in a written opinion or by Members entitled to vote thereon.

Section 13.5 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current Director or Officer who is a party to a proceeding in advance of final disposition of the proceeding if the Director or Officer furnishes to the Association a written affirmation of the Director's good faith belief that he or she has met the standard of conduct described in paragraphs 13.1 or 13.2 of this Article 13, the Director or Officer furnishes to the Association a written understanding, executed personally or on the Director's or Officer's behalf to repay the advance if it is ultimately determined that the Director or Officer did not meet the standard of conduct and a determination is made that the facts then known to those making the determination would not preclude indemnification under this article. The undertaking required in this paragraph shall be an unlimited general obligation of the Director or Officer but need not be selected and may be accepted without reference to financial ability to make repayment.

Section 13.6 No Limitation of Rights. The indemnification provided by this Article 13 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.

Section 13.7 Directors and Officers Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Member of the Board of Directors 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 13.

ARTICLE 14. MISCELLANEOUS

Section 14.1 Fiscal Year. The Board has the right to establish and, from time to time, change the fiscal year of the Association.

Section 14.2 Audit. The Board of Directors shall provide for the books of the Association to be audited or reviewed at the end of each year by persons not on said Board.

Section 14.3 Waiver of Notice. Whenever any notice is required to be given to any Member, Director or Officer of the Association under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation or under the provisions of the laws of the State of Colorado, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 14.4 Notices. All notices to the Association or the Board shall be delivered to the office of the manager, or, if there is no manager, 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, except notices of changes of address, which shall be deemed to have been given when received.

Section 14.5 Registration of Mailing Address. The Owners of each Lot shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Lot Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title, such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interests of all of the owners thereof. If no such address is provided to the Association, the address of the Lot shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

Section 14.6 Conflicts. In the case of any conflicts between the Declaration and these Bylaws, the terms of the Declaration shall control. In the case of any conflicts between the Articles of Incorporation and these Amended and Restated Bylaws, the terms of the Articles of Incorporation shall control.

Section 14.7 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.

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CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Prairie View Property Owners Association, Inc., a Colorado nonprofit corporation, and that the foregoing Amended and Restated Bylaws constitute the Bylaws of said Association, as duly adopted at a meeting of Members, held on the 19th day of April, 1999.

PRAIRIE VIEW PROPERTY OWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By:

Dixie L. Sunquist
Secretary