

**THE AMENDED AND RESTATED BYLAWS
AND RESPONSIBLE GOVERNANCE POLICIES OF
CRYSTAL AT
THE VILLAGE ~~HOME OWNERS~~ HOMEOWNERS' ASSOCIATION**

These Amended and Restated Bylaws (these "Bylaws") are adopted by Crystal HOA) at the Village Homeowners' Association, a Colorado nonprofit corporation (the "Association") and shall supersede and replace the Association Bylaws dated December 6, 1989; the First Amendment dated October 13, 2005; the Second Amendment recorded March 16, 2007 at Reception No. 391309; and The Restated Bylaws and Responsible Governance Policies recorded April 18, 2014 at Reception No. 432542, Town of Mountain Village, San Miguel County, Colorado.

~~Reference is made to the by-laws dated December 6, 1989, and first amendment dated October 13, 2005 and second amendment dated February 28, 2007, all of which are amended by these restated bylaws.~~

**ARTICLE I
OFFICES**

Crystal at the Village Home Owners OFFICE

The Association ("Crystal HOA") is a Colorado nonprofit corporation and is the owners association for a Colorado common interest community (the "Project") established pursuant to the original Condominium Declaration recorded December 29, 1989 in Book 461 at page 264, Reception No. 262912, as amended and restated (the "Declaration"), and the Map of Crystal at the Village, a Condominium, Telluride Mountain Village, Filing 1, recorded December 29, 1989 in Plat Book 1 at page 982, Reception No. 262933, as amended, with its principal office located at Mountain Village CO. The mailing address of the Association is not pertinent. The Association may also have other offices and may carry on its purposes at such other places within and outside the State of Colorado as the Board may be determined from time to time determine by the Board.

**ARTICLE II
DEFINITIONS AND ASSENT**

2.1. Definitions. The definitions in the Condominium Declaration for Crystal HOA Condominiums ("Declaration"),² as amended from time to time and recorded in the office of the Clerk and Recorder of San Miguel County, Colorado, shall apply to these Bylaws, and terms used in the Bylaws shall have the same meaning as defined terms used in the Declaration, the Colorado Common Interest Ownership Act ~~as set forth in Colorado~~ Revised Statutes, Section 38-33.3-101 et. seq., as amended from time to time, and/or the Colorado Revised ~~Non-Profit~~ Nonprofit Corporation Act, as set forth in Colorado Revised Statutes, Section 7-121-101 et. seq., as amended from time. These Bylaws, together with the Declaration, Responsible Governance Policies and Rules & Regulations may be referred to as the Association "Governing Documents."

2.2. Assent. All present or future ~~owners~~Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of ~~Crystal HOA Condominiums~~the Project in any manner are subject to these Bylaws, the Articles of Incorporation for the Association, the Declaration, the Association Responsible Governance Policies, the Rules & Regulations and any other procedures, rules, or policies adopted under such documents by the Association- (collectively the “Governing Documents”). The acquisition or rental of any ~~unit~~Unit or the occupancy of one of the Units shall constitute ratification and acceptance of these Bylaws.
~~occupancy of one of the units shall constitute ratification and acceptance of these Bylaws.~~

ARTICLE III MEMBERSHIP, ASSOCIATION GENERAL POWERS

3.1. Membership. There shall be one Membership in the Association for each ~~condominium unit~~Condominium Unit. The person or persons who constitute the ~~owner~~Owner of a ~~condominium unit~~Condominium Unit shall automatically be the holder of the Membership appurtenant to the ~~unit~~Unit, and shall collectively be the Member of the Association with respect to that ~~unit~~Unit, and the Membership appurtenant to the ~~unit~~Unit shall automatically pass with fee simple title to the ~~unit~~Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a ~~unit~~Unit, and may not otherwise be separated from ~~ownership~~Ownership of a ~~unit~~Unit.

3.2 Association's General Powers. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of ~~Crystal HOA Condominiums~~the Association. The Association shall serve as the governing body for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the common areas/common elements, the levying and collection of Assessments and other expenses and such other matters as may be provided in ~~these Bylaws, the Declaration and the Articles of Incorporation~~the Governing Documents. The Association shall have all of the powers, authority and duties as may be necessary and appropriate for the management of the business and affairs of ~~Crystal HOA Condominiums~~the Project, including without limitation all of the powers, authority and duties provided for in the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act.

ARTICLE IV MEETINGS OF MEMBERS – NOTICE, QUORUMS, PROXIES, VOTING

4.1 Annual Meetings. The Annual Meeting of Members shall be held once every fiscal year on a date and time as specified by the Board of Directors.

4.2 Conduct of Meetings. The President (or ~~a Member he has designated in writing~~the Vice President if the President is not available) shall preside over all meetings and is responsible for conducting the annual meeting of ~~members~~Members according to an agenda approved by the Board of Directors.

4.3 Special Meetings. Special Meetings of the Members may be called at any time by the President or by a majority of the Board or upon written request of Members who are entitled to vote twenty ~~five~~ percent (~~25~~20%) of all the votes of the Association.

4.4 ~~Members~~Open Meetings. All meetings (annual, regular and special) of the Members ~~Desiring~~are open to ~~Speak; Time Restrictions. The~~every Owner of the Association, or to any person designated by a Member in writing as the Member's representative. Before the Owners vote on an issue under discussion, the President or other person presiding over ~~at~~the meeting ~~of the Members~~: (1) will permit those Members (or the designated representative of those Members) desiring to speak on an item under discussion before formal action on the item is taken; and (2) may place a reasonable time restriction of up to five (5) minutes on those persons invited to speak during a meeting of the ~~members~~Members.

~~4.5 Secret Ballot. At the discretion of the Board or upon the request of twenty five percent (25%) of the Members present at the meeting or represented by proxy, a vote on any matter affecting the Association on which all other owners are entitled to vote shall be by a secret ballot.~~4.5 Ballots. All elections of Directors shall be by confidential ballot. All other voting shall be public record. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Members 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~~Members and, in the case of a contested election for a Board position, shall not be candidates.

4.6 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by ~~e-mailing~~U.S. Mail, with a ~~notice~~copy via E-mail, at least ~~fifteen (15)~~ten (10) calendar days but not more than fifty (50) calendar days before such meeting, to each Member entitled to vote. Such notice shall specify the place, calendar day and hour of the meeting and the items on the agenda. ~~In the case of a special meeting~~For all meetings, the purpose of the meeting shall be specified in the notice of the meeting. For the purpose of issuing such notices, the Board ~~may~~shall establish a record date for determination of ~~membership~~Membership in accordance with the laws of Colorado.

4.7 Waiver of Notice. Written waiver of notice signed by a Member or attendance at a meeting by a Member shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

4.8 Quorum. The presence at the meeting of Members entitled to cast, or of Members holding proxies and entitled to cast, fifty percent (50%) of the votes of Members shall constitute a quorum for any action. If however, such quorum is not present or represented at any meeting, the Members entitled to vote shall have to adjourn and reschedule the meeting, ~~from time to time, without notice other than announcement at.~~ Notice of the rescheduled meeting until a quorum shall be ~~present or be represented~~issued to all Members in accordance with the procedures in these Bylaws for noticing meetings.

4.9 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing ~~and~~(E-mail or emailother digital proxy shall be accepted) and filed

with the Secretary ~~at least twenty-four (24) hours~~ prior to the commencement of the Members meeting ~~of Members~~ at which such proxy is sought to be utilized. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of ~~his unit, such Member's Unit~~ and shall also cease upon attendance in person by the Member who previously gave ~~at~~ the proxy. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution ~~unless otherwise specifically provided in the proxy. A proxy shall not be valid if obtained through fraud or misrepresentation. If a unit has multiple owners and more than one of the multiple owners are present to vote, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is a majority agreement if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit. A proxy shall not be valid if obtained through fraud or misrepresentation.~~

4.10 Right to Revoke. 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 signature on it or about the signatory's authority to sign for the ~~owner~~ Owner. The Association and its officer or agent who accepts or rejects a vote, consent, written ballot, waiver, proxy appointment or proxy appointment revocation in good faith and in accordance with the standards of this section are not liable in damages for the consequences of the acceptance or rejection.

4.11 Voting Rights of Members. Each ~~condominium unit~~ Condominium Unit shall be entitled to one (1) vote (i.e. one vote per Member/~~owner~~ Owner). If title to a ~~unit~~ Unit is owned by more than one person, such persons shall collectively vote their interest in a single vote. If only one of the multiple ~~owners~~ Owners is present at a meeting, such ~~owner~~ Owner is entitled to cast the vote allocated to that ~~unit~~ Unit. If more than one of the multiple ~~owners~~ Owners is present, the vote allocated to that ~~unit~~ Unit may be cast only in accordance with the agreement of a majority in interest of the ~~owners~~ Owners. The Association is entitled to assume majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest by any of the other Owners of the Unit being made promptly to the person presiding over the meeting.

4.12 Majority Owner Vote. At any meeting of Members at which a quorum is present, Most Owner votes shall require the affirmative vote of Members representing one (1) vote more than fifty percent (50%) of the votes ~~present in person or by proxy and entitled to be voted shall be the act of the Members~~ of all Members entitled to vote in person or by proxy, unless a higher percentage is required under the Governing Documents or the law. This means that most Owner votes shall require the affirmative vote of Members owning at least five (5) Units.

4.13 As set forth in the Declaration, the annual budget and special assessments proposed by the Board will be deemed approved by the Unit Owners in the absence of a veto at a noticed meeting by a majority of all Unit Owners. As further set forth in the Declaration, some Owner votes require unanimous Owner consent.

4.13 Meetings by Electronic Means. The Association may hold Owners meetings via electronic means such as a telephone conference call or Internet, and the presence of an Owner may be

counted for purposes of establishing quorum and for voting. Any action taken at such meetings shall have the same force and effect as such action taken at a meeting at which Owners were physically present.

4.14 Action Taken Without a Meeting. The Owners shall have the right to take any action in the absence of a meeting, which they could take at a meeting, by obtaining the written approval of all the Owners. Any action so approved shall have the same effect as though taken at a meeting. Any actions taken will be included in the minutes of the next meeting.

4.15 Order of Business. The order of business at all meetings of Members shall be as follows:

- (a) Roll call;
- (b) Statement of compliance with procedures for notice of meeting or waiver of notice;
- (c) Reading of minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of Directors (annual meetings only);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE V
MEETINGS OF DIRECTORS - NOTICE, QUORUMS, VOTING,
CONFLICTS OF INTEREST

5.1 ~~Initial~~Annual Board Meeting. There shall be a meeting of the Board of Directors ~~immediately~~ following the Annual Meeting of the Members of the Association ~~if. Notice of the Annual Board meetings may be issued via E-mail. Notice of all elected Board meetings shall be issued to all Directors are present at the meeting, but not longer than two (2) weeks following the Annual Meeting and all Owners.~~

5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time, as the Board of Directors, by vote, may determine with written notice to the general ~~membership~~Membership and at such place and hour as may be fixed, from time to time, by resolution of the Board. Notice of regular Board meetings may be issued via E-mail. Again, notice of all Board meetings shall be issued to all Directors and all Owners.

5.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than ~~seventy-two (72)~~twenty-four (24) hours notice to each Director and all Members. Notice of special Board meetings may be issued via E-mail. Again, notice of all Board meetings shall be issued to all Directors and all Owners.

5.4 Open Meetings. ~~All~~Except as set forth herein, all meetings (annual, regular and special) of the ~~Association and~~ Board of Directors are open to every ~~owner~~Owner of the Association, or to any person designated by a Member in writing as the Member's representative. Before the Board

votes on an issue under discussion, ~~owner~~the President or ~~their~~other person presiding over the meeting (1) will permit those Members (or the designated ~~representatives shall be permitted~~representative of those Members) desiring to speak ~~regarding that issue on an item under discussion before formal action on the item is taken;~~ and (2) may place a reasonable time restriction of up to five (5) minutes on those persons invited to speak during a meeting.

5.5 Meetings by ~~Telephone.~~Electronic Means. The ~~Crystal HOA Association~~ may hold, ~~annual meeting, board~~ Board of directors meetings and special ~~Directors~~ meetings via electronic means such as a telephone conference call, ~~or Internet,~~ and the presence of a Director may be counted for purposes of establishing quorum and any for voting. ~~Any~~ action taken ~~by the members and the board of directors~~ at such ~~a telephone conference call meeting~~ meetings shall have the same force and effect as such action taken at a meeting at which ~~a quorum of the Board was~~ Directors were physically present. ~~Any actions taken will be included in the minutes of the next meeting.~~

5.6 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting, by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting ~~of the Directors.~~ Any actions taken will be included in the minutes of the next meeting.

~~5.7 Quorum.~~5.7 Proxies. At all meetings of Directors, ~~each Directors may vote in person or by proxy. A Director may only proxy another Director to vote for such Director. All proxies shall be in writing (E-mail or other digital proxy shall be accepted) and filed with the Secretary prior to the commencement of the Board meeting at which such proxy is sought to be utilized. Every proxy shall be revocable and shall automatically cease upon termination of the status of either the Director granting the proxy, or the Director receiving the proxy, as a Member of the Board. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution. A proxy shall not be valid if obtained through fraud or misrepresentation.~~

5.8 Quorum and Voting. The presence, in person or by proxy, at all meetings of the Board entitled to cast fifty percent (50%) of the votes shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the ~~Director entitled to vote~~ Directors present shall have to adjourn and reschedule the meeting, ~~from time to time, without notice other than announcement at.~~ Notice of the rescheduled meeting, ~~until a quorum~~ shall be present-issued to all Directors and Members in accordance with the procedures in these Bylaws for noticing Directors meetings. However, any Board motion or represented other action at a Board meeting shall require the affirmative approval and vote of at least three (3) of the five (5) Directors.

5.89 Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any Director may waive, in writing, notice of such meeting and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by ~~him~~such Director, except when a Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting was not lawfully called or convened.

5.910 Executive/Closed Door Meetings. The Board may hold an executive or closed door session and may restrict attendance to Board ~~members~~Members and such other persons requested by the

Board. The matters to be discussed at such an executive session shall include only matters enumerated below:

(a) matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline or dismissal of an officer, agent or employee of the Association;

(b) 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;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Unit Owner and any referral of delinquency; except that a Unit Owner who is the subject of a disciplinary hearing or a referral of delinquency may request and receive the results of any vote taken at the relevant meeting; and/or;

(f) review of or discussion relating to any written or oral communication from legal counsel.

5.1011 Attorney-Client Privilege. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate matter, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

~~5.11 Conflict of Interest. If any contract, decision, or other action taken by or on behalf of the Board of Directors would financially benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict of interest for that issue.~~

~~5.12 Duty to Disclose. The Director has a duty to disclose the existence of any actual or potential conflict of interest and all material facts relating to the actual or potential conflict in an open meeting prior to any discussion or action on that issue. After making such disclosure, the Director may participate in the discussion but shall not vote on that issue.~~

ARTICLE VI
BOARD OF DIRECTORS

6.1. Number of Board of Directors. The affairs of this Association shall be managed by a Board of ~~not less than three (3) nor more than~~ five (5) Directors who shall be Members of the Association. In the event a Unit is owned by a business entity or trust, a duly authorized agent of such business entity or trust is qualified to serve as a Director. The number of the Board of Directors shall be established from time to time by amendment to these Bylaws.

6.2 Term of Office of Directors. ~~The initial directors shall be elected for a term which will expire on the first annual meeting of the Association.~~ At each annual meeting, a ~~board~~Board of ~~directors~~Directors shall be elected by and from the ~~unit owners~~Unit Owners for a term of one (1) year; ~~and they~~however, Directors shall serve until their successors have been elected and ~~hold their first meeting~~qualified.

6.3 Removal of Directors & Vacancies. Directors may be removed and vacancies on the Board may be filled as follows:

(a) By the Members. Any Director may be removed, with or without cause, at any regular or special meeting of the Members by a vote of sixty seven percent (67%) of votes of all ~~persons~~Members present and entitled to vote. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members shall be given notice of the proposed removal at least ten (10) calendar days prior to the date of such meeting and shall be given an opportunity to be heard at such meeting.

(b) By the Board. Any Director who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any Assessment for more than thirty (30) calendar days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability, resignation or removal by the Board, as set forth in this subsection (b), of a Director, a vacancy may be declared by the Board, and the Board may appoint a successor. Any successor appointed by the Board shall serve for the remainder of the term of the Director replaced.

6.4 Powers and Duties. The Board of Directors shall have the powers, duties and authority: (i) necessary for the administration of the affairs of the Association and for the operation and maintenance of ~~Crystal HOA Condominium~~the Project; and (ii) granted or delegated to it by the ~~Declaration, the Articles, these Bylaws~~Governing Documents and the ~~Colorado Common Interest Ownership Act. Notwithstanding anything herein to the contrary, the approval of a majority of the Members will be required for the following actions:~~law.

~~(a) Any indebtedness, business transaction or financial commitment in excess of \$10,000;~~

~~(b) Any check or other single item of withdrawal from any deposit account containing money or securities belonging to the Association in excess of \$10,000;~~

~~(c) The sale, lease or exchange of any property or assets of the Association in a single transaction in excess of \$10,000;~~

~~(d) The institution, prosecution and defense of any legal proceeding or similar action in the Association's name.~~

6.5 Manager. The Board of Directors may employ for the Association a Manager (at a compensation established by the Board of Directors) to perform such duties and services as it shall authorize. The Board of Directors may delegate, by resolution, any of the powers and duties granted to it but, notwithstanding such delegation, shall not be relieved of its ~~responsibility under the Declaration, the Articles or these Bylaws. The responsibilities under the Governing Documents. The Manager must maintain fidelity insurance coverage or a bond in an amount as determined by the Board.~~

~~Manager must maintain fidelity insurance coverage or a bond in an amount not less than fifty thousand dollars (\$50,000) or such higher amount as the Board may require.~~

ARTICLE VII OFFICERS

7.1. General. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer. The officers shall be appointed by an affirmative vote of a majority of the members of the Board. The Board may appoint such other officers, assistant officers, committees and agents, including Assistant Secretaries and Assistant Treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One (1) person may hold two (2) offices, except that no person may simultaneously hold the offices of President and Secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the Bylaws or by the Board, such officer, agent or employee shall follow the orders and instructions of the President.

7.2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

7.3. Vacancies. A vacancy in any office, however occurring, may be filled by an affirmative vote of a majority of members of the Board for the unexpired portion of the term.

7.4. President. The President shall be the chief executive officer of the Association. ~~He~~The President shall preside at all meetings of the Association and of the Board. He shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees.

7.5. Vice President. The Vice President shall assist the President and shall perform such duties as may be assigned to them by the President or by the Board. In the absence of the President, the Vice President designated by the Board or (if there be no such designation) designated in writing

by the President shall have the powers and perform the duties of the President. If no such designation shall be made the Vice President may exercise such powers and perform such duties.

7.6. Secretary. The Secretary shall keep, or shall direct the Manager to keep, the minutes of the proceedings of the Members, executive committee (if any) and the Board. ~~He~~The Secretary shall see that all notices are duly given in accordance with the provisions of ~~these Bylaws~~, the ~~Declaration~~Governing Documents and as required by law. The Secretary shall be custodian of the corporate records. ~~He~~The Secretary shall keep, or shall direct the Manager to keep, at ~~it~~the Association's registered office or principal place of business within or outside Colorado a record containing the names and registered addresses of all Members, and the designation of the ~~unit~~Unit owned by each Member. ~~He~~The Secretary shall, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned ~~to him~~ by the President or by the Board. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

7.7. Treasurer. The Treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board, or shall direct the Manager to do the same. The Association's funds and accounts shall be maintained separately from other funds and accounts. ~~He~~The Treasurer shall, or shall direct the Manager to, receive and give receipts and acquittances for monies paid in on account of the Association, and ~~shall~~ pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. ~~He~~The Treasurer shall perform all other duties incident to the office of the Treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. ~~He shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of these duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.~~ ~~He~~The Secretary shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

ARTICLE VIII INDEMNIFICATION

8.1. Definitions. For purposes of this Article VIII, the following terms shall have the meanings set forth below:

(a) Proceeding. Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal;

(b) Indemnified Party. Any person who is or was a party or is threatened to be made a party to any Proceeding by reason of the fact that ~~he~~such person is or was a Director or Officer of the Association or, while a Director or Officer of the Association, is or was serving at the request of the Association as a Director, Officer, partner, trustee, employee or agent of another

corporation, partnership, joint venture, trust or other enterprise including, without limitation, any employee benefit plan of the Association for which any such person is or was serving as a trustee, plan administrator or other fiduciary.

8.2. Indemnification by the Association. The Association shall indemnify any Indemnified Party in any Proceeding to the fullest extent permitted by law. However, the Association may not indemnify an Indemnified Party in connection with a Proceeding by or on behalf of the Association or its ~~members~~Members in which the Indemnified Party was adjudged liable to the Association or its ~~members~~Members, or in connection with any Proceeding charging improper personal benefit to the Indemnified Party, whether or not involving action in ~~his~~such person's official capacity, in which ~~he~~such person was adjudged liable on the basis that personal benefit was improperly received by ~~him~~such person.

8.3. Insurance. By action of the Board, notwithstanding any interest of the Directors in such action, the Association may purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any Indemnified Party against any liability asserted against ~~him~~such person and incurred by ~~him~~such person in ~~his~~such person capacity of or arising out of ~~his~~such person's status as an Indemnified Party, whether or not the Association would have the power to indemnify ~~him~~such person against such liability under applicable provisions of laws.

8.4. Right to Impose Conditions to Indemnification. The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article VIII, such reasonable requirements and conditions as to the Board may appear appropriate in each specific case and circumstances including, without limitation, any one or more of the following:

(a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any Proceeding shall be counsel mutually agreeable to the person to be indemnified and to the Association; and

(b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Association.

8.5 Limitation of Liability for the Association, Directors, and Officers~~and Declarant~~. Neither a Director, or an Officer~~or the Declarant~~ shall be personally liable to the Members/Owners for any mistake or judgment or for any acts or omissions of any nature whatsoever when acting as a Director,~~an Officer or the Declarant~~ or an Officer, except for any acts or omissions found by a court to constitute gross negligence or fraud. Nor shall the Association be liable to the Members/Owners for any mistake or judgment or for any acts or omissions of any nature whatsoever by a Director or an Officer when such party is acting as a Director or an Officer, except for any acts or omissions found by a court to constitute gross negligence or fraud.

8.6 Indemnification and Hold Harmless and by any Plaintiff Members/Owners or Equity Holders of Members/Owners. Any Member/Owner, including any party holding an equity interest in a Member/Owner, who threatens or does file suit or claim against the Association, any member of the Board, any Officer of the Association or any agent of the Association, shall indemnify and hold the Association and all such Directors, Officers and agents harmless from and against any such suit or claim, cause of action and/or damages, including, without limitation, for claims arising out of or related to the performance of the Director's, Officer's and/or agent's respective Association duties or otherwise as an attempt to directly or indirectly intimidate, harass, influence, harm or damage such individual as a consequence, retaliation or result of such individual's service in the role as Director, Officer or agent, including but not limited to the individual's enforcement of the Governing Documents, except for any acts or omissions found by a court to constitute gross negligence or fraud. This indemnification and hold harmless provision shall include the payment by the Plaintiff Member/Owner of all attorneys fees and costs incurred by the Association, Directors, Officers and/or agents.

ARTICLE IX
AMENDMENT OF BYLAWS

9.1. Amendment by the Members. These Bylaws may be amended by the affirmative vote of at least ~~sixty seven~~Members representing one (1) vote more than fifty percent (~~67~~50%) of the votes of all Members at any regular entitled to vote in person or special meeting, provided by proxy, unless a higher percentage is required under the Governing Documents or the law. This means that a quorum is present at any such meeting. However, notwithstanding the foregoing, no provisions of these Bylaws may be amended by a number of Members which is less than the number the affirmative vote of Members that is required within that particular provision to take certain action. owning at least five (5) Units. Amendments may be proposed by the Board of Directors or by petition signed by the ~~holders of Members holding~~ at least a majority of the votes. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment will be voted upon.

~~9.2. Amendment by the Board. These Bylaws may be amended by the unanimous vote of the entire Board at any regular or special meeting, provided that a quorum is present at such meeting. A statement of any proposed amendment shall accompany the notice of any regular or special Board meeting at which such proposed amendment will be voted upon.~~

~~9.3. Scope of Amendments. These Bylaws may not be amended in a manner inconsistent with the Articles, the Declaration, or any applicable provision of Colorado law.~~

ARTICLE X
~~CORPORATE SEAL~~

~~No Corporate seal is necessary.~~

ARTICLE XI
~~ANNUAL BUDGET AND AUDIT~~

~~11.1 Annual Budget. The Board of Directors shall prepare or cause to be prepared an annual operating budget. Within thirty (30) days after the adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first class mail, and/or email or otherwise deliver, a summary of the budget to all condominium unit owners and shall set a date for a meeting of the condominium unit owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Unless at that meeting fifty percent (50%) of all condominium unit owners reject the budget, the budget shall be ratified, whether or not a quorum of owners is present. In the event the proposed budget is rejected, the budget last ratified by the condominium unit owners shall be continued until such time as the condominium unit owners ratify a subsequent budget proposed by the Board of Directors.~~

~~11.2 Audit. The books and records of the Association may be subject to an audit at the discretion of the Board. An audit will be required if one third (1/3) of the Members request an audit. The audit will be conducted pursuant to generally accepted auditing standards by an independent and qualified person selected by the Board. The person selected for the audit shall be a certified public accountant.~~

~~ARTICLE XII ACCOUNTING RECORDS~~

~~The Association shall maintain accurate and complete accounting records in accordance with generally accepted accounting principles. An annual accounting and preparation of financial statements for the Association is required.~~

~~ARTICLE XIII COLLECTION OF UNPAID ASSESSMENTS~~

~~All homeowners are obligated to pay Assessments as established by the Board.~~

~~13.1 Due Date. Regular Assessments shall be due and payable on the first day of each quarter of the calendar year unless otherwise changed or altered by the Board of Directors.~~

~~13.2 Notice/Invoice. The Board shall email to each owner at least ten (10) days prior to the due date a written notice/invoice of the amount of the next quarterly Regular Assessment that is due from each owner.~~

~~13.3 Delinquent Assessments. Any Assessment is deemed delinquent if not paid within ten (10) days of the due date.~~

~~13.4 Interest. Any Assessment deemed delinquent shall bear interest from and after the due date at the rate of twenty one percent (21 %) interest per annum, or at such other rate as may be set by the Association from time to time.~~

~~13.5 Late Fee. Any Assessment deemed delinquent shall also incur a late fee of \$25.00.~~

~~13.6 Statement of Unpaid Assessments. Upon written request, the Association shall furnish a Statement of Unpaid Assessments within fourteen (14) business days after receipt of the request in accordance with Section 25 of the Declaration.~~

~~13.7 Collection. In addition to the remedies provided for in Article 25 in the Declaration, delinquent Assessments may be referred to an attorney and/or collection agency for collection. The delinquent owner will be liable for all collection costs, including attorney's fees.~~

~~ARTICLE XIV ENFORCEMENT OF COVENANTS AND RULES~~

~~14.1 Complaints. The Board will investigate all violations of covenants and rules and regulations that are reported to the President in writing or email within ten (10) days. Complaints that, in the opinion of the Board, lack sufficient information or detail may be deemed to not warrant further investigation.~~

~~14.2 Notification of Owners. If the investigation shows the reported violation to be accurate, the Board shall give written notice of the violation to the owner by email, setting forth the nature of the violation or breach and the specific action or actions which shall be taken by the owner to remedy such violation or breach. The notice shall give the owner fifteen (15) days to cure the violation, except in the case of dog care violations which will be immediate upon notification, submit a plan to remedy the violation, or request a hearing with the Board. Alternatively, the owner may request an appeals hearing with the Board at the next regularly scheduled Board meeting to appeal the notice of the violation. The Board's decision on the appeal is final.~~

~~14.3 Fines. If the owner does not cure the violation, submit a plan to remedy the violation, request an appeals hearing, or if the Board determines that a violation or breach exists after a hearing, the Board may levy a fine of \$100 per occurrence per day against the property owner who has violated or breached the covenant or rule. Once fines have started, owners must request a hearing with the Board by email to the president and the secretary for the fines to cease. If the violation or breach is not cured within thirty (30) days after the initial fine is assessed, the Board may take legal action against the owner. The fines and procedures delimited within the Rules and Regulations take precedence over the fines and procedures stated above.~~

~~14.4 Collection Provisions. All fines, costs and expenses, including attorney's fees, necessary to enforce this policy shall be an Assessment against the owner's property and subject to all lien and collection powers of the Association.~~

~~14.5 Unresolved Violations. After the expiration of sixty (60) days following notice of a violation in which no hearing is requested or alternatively after an appeals meeting, the Board may:~~

~~(a) suspend the rights or privileges of the owner relating to use of any common area and/or common elements within the Association and suspend the voting rights of the owner;~~

~~(b) pursue all rights of action available at law or in equity including, but not limited to, the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including attorney's fees, and damages;~~

~~(c) reserve the right to waive or increase fines or penalties based on the severity of the violation and circumstances;~~

~~(d) enter at all reasonable times upon any unit to which a violation, breach, or other condition to be remedied exists, and take the actions specified in the notice to the owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act. All costs and expenses, including attorney's fees, incurred by the Association or on its behalf in enforcing such violation, shall be a binding personal obligation of such owner enforceable at law, as well as a lien, on such owner's lot or unit.~~

~~ARTICLE XV INSURANCE~~

~~15.1 Insurance Obligation Insurance obligations and requirements for the Association shall be, as follows: THIS REQUIREMENT SUPERSEDES THE INSURANCE REQUIREMENTS OF THE DECLARATION.~~

~~15.2 Casualty Insurance. The Association shall obtain and maintain casualty insurance covering the Project, other than Units (to be insured by the Unit Owners,) covering loss or damage by fire and such other hazards as are covered under standard extended coverage policies, with vandalism and malicious mischief endorsements and, if available and if deemed appropriate by the Association, other casualty risks, for the full insurable replacement cost of the Project, other than Units (to be insured by the Unit Owners), with an inflation guard endorsement that automatically increases the amount of coverage by a fixed percentage at least quarterly.~~

~~15.3 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability and property damage insurance covering personal liability, property damage liability and automobile personal and property damage liability of the Association, its officers, managers, employees and agents, arising in conjunction with ownership, operation, maintenance, occupancy or use of the Project, other than the Units (to be insured by the Unit Owners), with limits of no less than \$1,000,000 for each occurrence involving bodily injury liability and/or property damage liability.~~

~~15.4 Insurance by Owners. Each Unit Owner shall obtain and maintain casualty, public liability and property damage insurance for the Unit Owner's Entire Unit. In addition, each Unit Owner, at its sole discretion, shall have the right (but not the obligation) to obtain and maintain insurance coverage on contents, merchandise, furnishings, including cabinets, counters, carpet and the floor coverings, draperies, oven range, refrigerator, wallpaper, disposal, plumbing fixtures such as tubs and sinks and other items of personal or other property Located within the Unit Owner's Unit. In any event, the obligation for each Unit Owner to adequately insure the Unit Owner's Unit shall~~

be the sole and direct responsibility of each Unit Owner, and the Board, the Association and/or the managing agent shall have no responsibility therefore.

Any insurance policy obtained by a Unit Owner shall be such that it will not diminish or adversely affect or invalidate any insurance or insurance recovery under policies carried by the Association and shall, to the extent possible, contain a waiver of the right of subrogation by the insurer as to any claim against the Association, its Board, officers, manager, agents and employees and/or against any Other Unit Owners and/or their employees and guests. A copy of the certificate of insurance coverage obtained by a Unit Owner shall be furnished promptly to the Association on the written request of the Association.

15.5 Receipt and Application of Insurance Proceeds. Except as some particular person has a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries for Association coverages shall be paid to and received by the Association. All insurance proceeds or recoveries received by the Association shall be applied by the Association, as follows: First, as expressly provided elsewhere in the Amended Declaration; Second, to the Unit Owners or persons whom the Board shall determine (in its sole and absolute discretion) are legally or equitably entitled thereto; and Third, the balance, if any, to Unit Owners in proportion to their respective interests in the General Common Elements.

ARTICLE XVI INSPECTION AND COPYING OF RECORDS

16.1 Association Records to be Kept. The Association shall keep a copy of the following records at its principal office or other offices or locations as directed by the Board of Directors:

- (a) Articles of Incorporation;
- (b) Bylaws;
- (c) Declaration;
- (d) resolutions adopted by the Board;
- (e) minutes of all Member and Director meetings for the past three (3) years;
- (f) all written communications within the past three (3) years to owners;
- (g) name and address of each owner;
- (h) name and address of each Director and/or Officer;
- (i) annual financial statements;
- (j) current insurance policies;
- (k) all financial audits and reviews conducted within the past three (3) years;
- (l) current annual budget;
- (m) a list, by unit owner, of the Association's current and delinquent Assessments;
- (n) Current and past contracts and bills for a period of 3 years.

16.2 Inspection and Copying of Association Records. Owners are entitled to inspect and copy, at the owner's expense, any records listed above during regular business hours to the extent that:

- (a) the request is made in good faith and for a proper purpose;

- (b) the request describes with reasonable particularity the records sought and the purpose of the request; and
- (c) the records are relevant to the request.

The owner must make a written request to the Association Secretary at least five (5) days before the date on which the owner wishes to inspect and copy such records.

~~ARTICLE XVII INVESTMENT OF RESERVE FUNDS~~

~~There shall be no reserve funds.~~

~~ARTICLE XVIII ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES~~

~~18.1 Board Determination of Need for Rules. The Board in the future may determine the need to adopt additional or amend certain rules and regulations, policies and/or procedures as it deems necessary, desirable or appropriate with respect to the interpretation and implementation of the governing documents of the Association, the operation of the Association, the use and enjoyment of common areas and/or common elements or for any other purpose.~~

~~18.2 Notice and Opportunity to Comment. The Board shall place additional proposed Rules and Regulations on its meeting agenda prior to the next open meeting. Written notice of the agenda and the proposed rule shall be mailed and/or emailed to the Members of the Association at least ten (10) days prior to the open meeting. The Board shall allow an opportunity for the Members to comment on the proposed Rule.~~

~~18.3 Adoption of Rules and Regulations. Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Board following Board discussion and Member comment. The Board shall then provide written notice of the Rule adoption to its Members within fifteen (15) days after adoption.~~

~~18.4 Rules and Regulations The initial Rules and Regulations are attached hereto and made a part of this document. The Rules and Regulations are able to be changed, deleted or modified separately from the By Laws. The fines denoted with violating the Rules and Regulations shall take precedence over paragraph 14.3 of this document.~~

~~18.5 Emergency. The Board may waive notice and opportunity to comment in the event the Board determines, in its sole discretion, an emergency Rule needs to be immediately adopted.~~

~~ARTICLE XIX RESOLVING DISPUTES BETWEEN ASSOCIATION AND OWNERS~~

~~In the event of any dispute between the Association and an owner, for which a method, policy or procedure to address such dispute is not provided by the Declaration or Bylaws of the Association, the owner and Association shall first submit the matter to mediation. The parties~~

~~will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within sixty (60) calendar days of the date written notice requesting mediation is sent by one party to the other party.~~

ARTICLE XX
CONFLICTS BETWEEN DOCUMENTS
CHANGES AND ADDITIONS

20.1 In the event of any conflict or inconsistency between any provision of these Bylaws and the Declaration as amended, the provisions of the Declaration shall govern, ~~except those differences previously delineated within this document and control of these Bylaws shall be amended to the extent necessary to conform to the Declaration.~~

20.2 Any minor corrections needed, within this document shall be permitted by the Board of Directors as long as the original intent of the ~~policy~~Bylaw is not significantly changed.

~~ADOPTED by the Crystal Board of Directors on 2/25/2014.~~

ATTEST: _____

Secretary Certification:

These Amended and Restated Bylaws were approved by the affirmative vote of at least sixty seven percent (67%) of the Members at a duly convened Members meeting at which a quorum was present.

IN WITNESS WHEREOF, the Association has duly executed these Amended and Restated Bylaws on the date set forth below.

STATE OF _____)
_____) ss.
COUNTY OF _____)

Crystal at the Village Homeowners' Association, a Colorado nonprofit corporation

By: _____
Barton Prideaux, President

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Barton Prideaux, President, Crystal at the Village Homeowners' Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____
Notary Public