

**AMENDED AND RESTATED
BYLAWS
OF
SNOWLINE-SKYDALE PROPERTY OWNERS
ASSOCIATION, INC.**

TABLE OF CONTENTS

ARTICLE 1.	INTRODUCTION AND PURPOSES	-1-
Section 1.1	<u>Introduction</u>	-1-
Section 1.2	<u>Purposes</u>	-1-
ARTICLE 2.	DEFINITIONS	-2-
Section 2.1	<u>Association</u>	-2-
Section 2.2	<u>Board or Board of Directors or Executive Board</u>	-2-
Section 2.3	<u>Community</u>	-2-
Section 2.4	<u>Governing Documents</u>	-2-
Section 2.5	<u>Lot</u>	-2-
Section 2.6	<u>Member</u>	-2-
Section 2.7	<u>Membership Dues</u>	-2-
Section 2.8	<u>Owner</u>	-2-
Section 2.9	<u>Lake</u>	-2-
ARTICLE 3.	STOCK	-3-
Section 3.1	<u>Association Stocks</u>	-3-
Section 3.2	<u>Membership Stock Certificates</u>	-3-
Section 3.3	<u>New Membership Stock Certificates</u>	-3-
Section 3.4	<u>Transfer of Membership Stock Certificates</u>	-3-
Section 3.5	<u>Closing of Transfer Books or Provisions of Recording Date</u>	-3-
ARTICLE 4.	MEMBERSHIP AND VOTING	-4-
Section 4.1	<u>Membership and Voting</u>	-4-
Section 4.2	<u>Suspension of Voting Rights and Use Rights</u>	-4-
Section 4.3	<u>Member Voting</u>	-4-
Section 4.4	<u>Transfer of Membership</u>	-4-
ARTICLE 5.	MEETINGS OF MEMBERS	-5-
Section 5.1	<u>Annual Meetings</u>	-5-
Section 5.2	<u>Special Meetings</u>	-5-
Section 5.3	<u>Notice of Meetings</u>	-5-
Section 5.4	<u>Place of Meetings</u>	-5-
Section 5.5	<u>Quorum of Members</u>	-6-
Section 5.6	<u>Proxies for Members Meetings</u>	-6-
Section 5.7	<u>Order of Business</u>	-6-
Section 5.8	<u>Waiver of Notice</u>	-6-
Section 5.9	<u>Voting Procedures/Secret Balloting</u>	-6-
Section 5.10	<u>Voting by Mail or Electronic Means</u>	-7-
Section 5.11	<u>Voting in Elections of Directors/Other Voting</u>	-7-

Section 5.12	<u>Acceptance or Rejection of Individual Votes</u>	-7-
Section 5.13	<u>Counting of Ballots</u>	-7-
ARTICLE 6.	BOARD	-8-
Section 6.1	<u>Number</u>	-8-
Section 6.2	<u>Qualification</u>	-8-
Section 6.3	<u>Term of Office for Directors</u>	-9-
Section 6.4	<u>Resignation of Directors.</u>	-9-
Section 6.5	<u>Removal of Directors</u>	-9-
Section 6.6	<u>Vacancies</u>	-9-
Section 6.7	<u>Compensation</u>	-9-
Section 6.8	<u>Conflicting Interest Transactions</u>	-10-
ARTICLE 7.	MEETINGS OF DIRECTORS	-12-
Section 7.1	<u>Regular Meetings</u>	-12-
Section 7.2	<u>Special Meetings</u>	-12-
Section 7.3	<u>Notice of Board Meetings</u>	-12-
Section 7.4	<u>Location of Meetings and Open Meetings</u>	-12-
Section 7.5	<u>Waiver of Notice.</u>	-13-
Section 7.6	<u>Quorum</u>	-13-
Section 7.7	<u>Proxies for Board Meetings</u>	-13-
Section 7.8	<u>Consent to Corporate Action</u>	-13-
Section 7.9	<u>Telephone or Electronic Communication in Lieu of Attendance</u>	-14-
Section 7.10	<u>Owner Participation</u>	-14-
ARTICLE 8.	POWERS AND DUTIES OF THE BOARD OF DIRECTORS	-14-
Section 8.1	<u>Powers and Duties</u>	-14-
Section 8.2	<u>Managing Agent</u>	-15-
ARTICLE 9.	OFFICERS AND THEIR DUTIES	-16-
Section 9.1	<u>Enumeration of Offices</u>	-16-
Section 9.2	<u>Election of Officers</u>	-16-
Section 9.3	<u>Special Appointments</u>	-16-
Section 9.4	<u>Resignation and Removal</u>	-16-
Section 9.5	<u>Vacancies</u>	-16-
Section 9.6	<u>Duties</u>	-16-
Section 9.7	<u>Delegation</u>	-17-
ARTICLE 10.	COMMITTEES	-17-
Section 10.1	<u>Designated Committees</u>	-17-
Section 10.2	<u>Open Committee Meetings</u>	-17-

ARTICLE 11.	BOOKS AND RECORDS	-17-
Section 11.1	<u>Association Records</u>	-17-
Section 11.2	<u>Minutes and Presumptions Under the Minutes</u>	-19-
Section 11.3	<u>Examination</u>	-19-
ARTICLE 12.	AMENDMENTS	-19-
Section 12.1	<u>Bylaw Amendments</u>	-19-
ARTICLE 13.	INDEMNIFICATION	-20-
Section 13.1	<u>Obligation to Indemnify</u>	-20-
Section 13.2	<u>Determination Required</u>	-21-
Section 13.3	<u>Payment in Advance of Final Disposition</u>	-21-
Section 13.4	<u>No Limitation of Rights</u>	-21-
Section 13.5	<u>Directors and Officers Insurance</u>	-21-
ARTICLE 14.	MISCELLANEOUS	-22-
Section 14.1	<u>Fiscal Year</u>	-22-
Section 14.2	<u>Notices</u>	-22-
Section 14.3	<u>Conflicts</u>	-22-
Section 14.4	<u>Waiver</u>	-22-

**AMENDED AND RESTATED
BYLAWS
OF
SNOWLINE-SKYDALE PROPERTY OWNERS ASSOCIATION, INC.**

RECITALS

Snowline-Skydale Property Owners Association, Inc., a Colorado nonprofit corporation (“Association”), certifies that:

- (1) The Association and its Members desire to amend and restate the Bylaws currently in effect as set forth below.
- (2) The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and all amendments.

The Bylaws of the Association are hereby amended by striking in their entirety Articles I through XI, inclusive, and by substituting the following:

ARTICLE 1. INTRODUCTION AND PURPOSES

Section 1.1 Introduction. These Amended and Restated Bylaws are adopted for the regulation, management and governance of the affairs of the Association. The Association was organized as a Colorado nonprofit corporation under Colorado law to act as a property owners association to govern and manage the use of the Snowline Lake (the “Lake”) and to act as a social club.

Section 1.2 Purposes. The purposes for which the Association is formed are:

- (a) to protect the operation and condition of the Lake and the Lots;
- (b) to manage the Lake in such a manner to maximize the value of the Community;
- (c) to be the owner of the Lake;
- (d) to perform the duties set forth in the Bylaws of the Snowline-Skydale Recreational Association, including but not limited to the sale of fishing permits to extract fish from the Lake;
- (e) to organize and operate a club exclusively for amateur fishing, pleasure, recreation, and other similar uses of the Community;

- (f) to operate and govern the Community;
- (g) to provide for the administration, maintenance, and preservation of the Community; and
- (h) to promote the health, safety, welfare and recreation of the Owners within the Community.

ARTICLE 2. DEFINITIONS

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

Section 2.1 Association shall mean and refer to the Snowline-Skydale Property Owners Association, Inc., and its successors and assigns.

Section 2.2 Board or Board of Directors or Executive Board shall mean the body designated in the Governing Documents to act on behalf of the Association.

Section 2.3 Community shall mean either the Snowline Ranch Estates community or the Skydale Ranch Estates community, as further defined by the recorded Plats recorded in Gilpin County, Colorado.

Section 2.4 Governing Documents shall mean the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Snowline-Skydale Property Owners Association, Inc., as they may be amended.

Section 2.5 Lot shall mean and refer to any of the Lots shown upon any recorded subdivision Plat of the Community, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Lake.

Section 2.6 Member shall mean any Owner that is current in the payment of Membership Dues to the Association.

Section 2.7 Membership Dues shall mean the fee required by the Association to be a Member, as further set forth in the Governing Documents.

Section 2.8 Owner shall mean the owner of record title, whether one or more persons or entities to any Lot which is a part of the Community, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.9 Lake shall mean the Snowline Lake and the adjacent property as depicted on Survey No. 2126-7 dated September 19, 1975 and other documents of record with the County of Gilpin, State of Colorado.

ARTICLE 3. STOCK

Section 3.1 Association Stocks. The Association shall have corporate stock. The Association may establish reasonable fees for the issuance of initial stock in the Association and for reissuance of delinquent stock, in the sole discretion of the Board of Directors.

Section 3.2 Membership Stock Certificates. As evidence of membership in the Association, each Lot shall entitle the Owner or Owners thereof to one membership stock certificate, to be held in the same capacity as the voting interests for such Lot, as further set forth in these Bylaws. The membership stock certificates shall take such form as the Board of Directors may prepare and approve, which form shall be consistent with the Articles of Incorporation. All certificates shall be consecutively numbered. Each certificate shall state upon its face that the Association is organized under the laws of the State of Colorado, that the Association is not organized for profit, the name of the person or persons to whom issued, that the certificate represents one membership interest and that it is not transferable or assignable, voluntarily or by operation of law separately from the Lots or Lot owned by the Member or Members. The name of the person or persons owning the membership interest represented by the membership stock certificate and the date of issue shall be entered on the books of the Association. No certificate shall be valid unless it is signed by the president or vice-president of the Association and by the secretary or assistant secretary of the Association.

Section 3.3 New Membership Stock Certificates. All membership stock certificates surrendered to the Association shall be cancelled, and new membership stock certificates shall be issued for the same number of membership interests, except in the case of a lost certificate which may be replaced when a satisfactory affidavit or proof of loss shall be furnished to the Board of Directors. A new membership stock certificate may be issued upon division of existing large Lots in the Community.

Section 3.4 Transfer of Membership Stock Certificates. Membership stock certificates in the Association shall be transferred only on the books of the Association and by the holder thereof in person or by his attorney upon surrender and cancellation of membership stock certificates for a like number of membership stock certificates. No transfer of membership stock certificates shall be valid against the Association until it shall have been registered upon the books of the Association.

Section 3.5 Closing of Transfer Books or Provisions of Recording Date. The membership interest transfer books may be closed by the Board of Directors for a period not exceeding 24 hours prior to any meeting of the Members, during which time no transfer of membership on the books of the Association may be made; or the Board of Directors may fix in advance a day not more than 24 hours days prior to the holding of any such meeting of Members entitled to notice of and to vote at such meeting. Only Members of record on such day shall be entitled to notice of or vote at such meeting as the case may be. Such Members of record shall have the duty to notify the Secretary of any change of address.

ARTICLE 4. MEMBERSHIP AND VOTING

Section 4.1 Membership and Voting. Each Owner current in the payment of Membership Dues shall be a Member of the Association and shall be entitled to a membership stock certificate, as set forth in these Bylaws. Initial Membership Dues shall be \$160 per Lot per year. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Member shall be entitled to cast one vote. Fractional and cumulative voting are prohibited. Membership Dues may be increased by the Board to meet the current financial obligations of the Association.

Section 4.2 Suspension of Voting Rights and Use Rights. During any period in which an Owner shall be in default in the payment of any Membership Dues, the voting rights and right to use of the Lake of the Owner shall be deemed suspended by the Board of Directors, without notice or hearing, until the Membership Dues have been paid including reissuance charges, if any. Voting rights and use rights of an Owner may also be suspended for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater.

Section 4.3 Member Voting. (a) At all meetings of Members, each Member eligible to vote may vote in person or by proxy. (b) If only one of several Owners of a Lot who are Members is present at a meeting of the Association, the Member present is entitled to cast the vote allocated to such Lot. (c) If more than one of the Owners of a Lot who are Members are present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of those Members. Majority agreement exists if any one of the Members casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another Member that is an Owner of the Lot. In the event of disagreement between or among co-Members and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted. (d) The vote of a 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. (e) The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. (f) The chair of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote. (g) Votes allocated to Lots owned by the Association may be cast by the Board.

Section 4.4 Transfer of Membership. Transfers of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant. Upon transfer, the former Owner shall relinquish such certificate to the new Owner who may submit such certificate to the secretary for reissuance of a new share certificate.

ARTICLE 5. MEETINGS OF MEMBERS

Section 5.1 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. The directors shall be elected by the Members at the annual meeting, in accordance with the provisions of these Bylaws. The Members may transact other business as may properly come before them at the annual meeting. Failure to hold an annual meeting shall not be considered a forfeiture or dissolution of the Association.

Section 5.2 Special Meetings. Special meetings of the Association may be called by the president, by a majority of the members of the Board of Directors or by the secretary upon receipt of a petition signed by Owners holding at least 25% of the votes in the Association. The form of notice, date, time and place of the meeting shall be determined by the Board. If a notice for a special meeting demanded pursuant to petition is not given by the secretary within 30 days after the date the written demand or demands are delivered to the secretary, the person(s) signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws. Any meeting called under this Section shall be conducted by the president of the Board, or in his/her absence, a person chosen by a majority of the Board.

Section 5.3 Notice of Meetings. Notice of each meeting of the Members shall be physically posted in a conspicuous place if feasible and practicable at least 24 hours prior to any meeting of the Members. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, or by personal delivery, at least 10 days before, but not more than 50 days before the meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by a Member to the Association for the purpose of notice. In addition to mailing, but not in lieu of, notice may also be sent by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, facsimile and e-mail delivery. If the Association has the ability to give electronic notice, the Association shall e-mail notice of the Members' meeting to any Member who requests, and who provides his or her e-mail address to the Association in addition to the above specified delivery of notice. Any such e-mail notice shall be given at least 24 hours prior to the meeting. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. No matters shall be heard nor action adopted at a special meeting except as stated or allowed in the notice.

Section 5.4 Place of Meetings. Meetings of the Members shall be held in the Community, or in any other location in the Gilpin County area, and may be adjourned to a suitable place convenient to the Members, as may be designated by the chair of the meeting.

Section 5.5 Quorum of Members. The presence of majority of all Members in the Association eligible to vote at any meeting, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Governing Documents. If the required quorum is not present, the Members who are present shall have power to adjourn the meeting from time to time to a later date, until such time as a quorum shall be present. If adjourned, notice of the new date, time or place need not be given if the new date, time or place is announced at the meeting before adjournment.

Section 5.6 Proxies for Members Meetings. (a) The vote allocated to a certificate may be cast under a proxy duly executed by a Member. (b) All proxies shall be in writing and filed with the secretary or designee of the Association. (c) If a Lot is owned by more than one person, each Owner of the Lot that is a Member may vote or register protest to the casting of the vote by the other Owners of the Lot that are Members through a duly executed proxy. In the event of disagreement between or among co-Members and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted. (d) A Member may revoke a proxy given under this section by written notice of revocation to the person presiding over a meeting of the Association. (e) A proxy is void if it is not dated. (f) A proxy terminates 11 months after its date, unless it specifies a shorter term or a specific purpose, or upon sale of the Lot for which the proxy was issued. (g) Proxies obtained through fraud or misrepresentation are invalid as determined in the sole discretion of the Secretary of the Association.

Section 5.7 Order of Business. The Board may establish the order of business for all meetings of the Board or Members. Failure to strictly follow Robert's Rules of Order shall not invalidate any action taken at a meeting of the Board or Members.

Section 5.8 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and the waiver shall be deemed equivalent to the receipt of notice. Attendance at the meeting shall constitute a waiver of notice unless attendance is for the express purpose of objecting to the sufficiency of the notice, in which case, such objection must be raised before the business of which proper notice was not given is put to a vote.

Section 5.9 Voting Procedures/Secret Balloting.

(a) Secret ballots, if required by law, must be used in contested Board member elections and in any other matter as required or allowed by law.

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

Section 5.10 Voting by Mail or Electronic Means.

(a) In case of a vote by mail or electronic means in lieu of a meeting, the secretary shall mail or deliver written notice to all Members at each Member's address as it appears in the records of the Association given for notice purposes. The notice shall include: (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that Members are entitled to vote by mail or electronic means for or against such proposal, (iii) a date at least 10 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, and (iv) the number of votes which must be received to meet the quorum requirement and the percentage of votes received needed to carry the vote. Voting by mail or electronic means shall be acceptable in all instances in the Governing Documents requiring the vote of Members at a meeting.

(b) The Association may conduct elections of directors by mail or electronic means, 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.

Section 5.11 Voting in Elections of Directors/Other Voting. In an election of directors, the Members receiving the largest number of votes shall be elected. On all other items, the vote of more than 50% of Members represented at a meeting at which at least a quorum is present shall constitute a majority and shall be binding upon all Members for all purposes except where a higher percentage vote is required in the Governing Documents, as amended, or by law.

Section 5.12 Acceptance or Rejection of Individual Votes. The Association has the right to reject a vote, consent, written ballot, waiver, proxy appointment or proxy appointment revocation when it has a reasonable, good faith basis to doubt the validity of the signature or the signatory's authority to sign for the Owner. The Association and its officer or agent who accepts or rejects any of the above in good faith is not liable for any damages that may result from the acceptance or rejection. Unless a court decides otherwise, any action taken on the acceptance or rejection of any of the above will be deemed valid.

Section 5.13 Counting of Ballots. All ballots shall be counted by a neutral third party, or a committee of volunteers who are not Board members and not candidates in a contested election, selected or appointed at an open meeting in a fair manner by the chair of the Board or person presiding at such meeting or as otherwise required by law and as may be further defined by policy or procedures of the Association.

ARTICLE 6. BOARD

Section 6.1 Number. The affairs of the Association shall be governed by a Board of Directors which shall consist of four members, elected or appointed as provided below. In the case where through removal or resignation, the total number of Board members is less than four, the Board will be considered properly constituted until such vacancies are filled. The number of members of the Board may be increased or decreased by amendment of these Bylaws.

Section 6.2 Qualification.

(a) Only one Owner per Lot that is a Member, eligible to vote, current in the payment of Membership Dues, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board.

(b) If any Lot is owned by a partnership, corporation or trust, any officer, partner, trustee or employee of that entity shall be eligible to serve as a director and shall be deemed to be a Member for the purposes of these Bylaws provided such partnership, corporation, or trust has paid the Membership Dues for such Lot.

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

(d) Any director who has unexcused absences from three consecutive Board meetings shall not be qualified to serve on the Board. An absence will be excused if the absent Board member notifies the Board president of the planned absence and the reason for the absence at least three days before the meeting, and a majority of the remaining Board members approve the absence as being for a valid purpose.

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

(f) Any director who maintains an adversarial proceeding of any type against the Association shall not be qualified to serve on the Board for the duration of the proceeding.

(g) Any director who discloses confidential information acquired by virtue of his or her position on the Board shall not be qualified to serve on the Board. Information will be deemed "confidential" if a majority of the Board of Directors determines, in its sole discretion, that it is confidential prior to the disclosure. The Board may also adopt rules, regulations, policies, and/or procedures further addressing confidentiality.

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

Section 6.3 Term of Office for Directors. The term of office of directors shall be three years. The terms of the directors shall be staggered. At the first meeting following the adoption of these Bylaws, one director shall be elected for a term of one year, one director shall be elected for a term of office of two years, and the third director shall be elected to a three year term. Thereafter, all directors shall be elected to three year terms of office.

Section 6.4 Resignation of Directors. Any director may resign at any time by giving written notice to the president, to the secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

Section 6.5 Removal of Directors.

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

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

Section 6.6 Vacancies. Vacancies on the Board caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining Board at any time after the occurrence of the vacancy, even though the directors present at that meeting may constitute less than a quorum. Each person so appointed shall be a director who shall serve for the remainder of the unexpired term.

Section 6.7 Compensation. No director shall receive compensation for any service the director may render as a director to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of Association duties and/or provided a stipend, if allowed by state law.

Section 6.8 Conflicting Interest Transactions. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of the Community, of the Members, and the Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.

(a) Definitions. For the purposes of this Section, the following terms shall be defined as follows:

(i) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

(ii) "Director" means a member of the Association's Board of Directors.

(iii) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

(b) Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

(c) Disclosure of Conflict. Any conflict of interest on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the interested Director shall not participate in the discussion or vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

(d) Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

(i) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

(ii) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

(iii) The conflicting interest transaction is fair to the Association.

(e) Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

(i) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

(ii) No contributions will be made to any political parties or political candidates by the Association.

(iii) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(iv) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(v) No Director shall receive any compensation from the Association for acting as a volunteer.

(vi) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(vii) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(viii) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(ix) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

(x) Any Director convicted of a felony shall voluntarily resign from his/her position.

(xi) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(xii) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the Community.

ARTICLE 7. MEETINGS OF DIRECTORS

Section 7.1 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 such scheduled regular meetings.

Section 7.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director.

Section 7.3 Notice of Board Meetings. Except as provided in Section 6.1 above or below, written notice of each meeting of the Board shall be given by, or at the direction of, the secretary, by mailing a copy of the notice, postage prepaid, at least three days before the meeting, or by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, personal delivery, facsimile, and e-mail delivery, to each Board member entitled to vote, addressed to the Board member's address last appearing on the books of the Association, or supplied by a Board member to the Association for the purpose of notice. If a notice for a special meeting demanded pursuant to Section 6.2 is not given by the Board within 30 days after the date the written demand or demands are delivered to the Board, the directors signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the above terms of Section 6.3 of these Bylaws. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 7.4 Location of Meetings and Open Meetings. (a) All meetings of the Board of Directors shall be open to attendance by Members, as provided by applicable Colorado law. (b) All meetings of the Board of Directors shall be held in the Community or in the Gilpin County or Denver metropolitan area, unless all directors consent in writing to another location. (c) All meetings of the Board of Directors may be conducted in person, via conference call, via electronic means, or via any other method permitted by applicable Colorado law. (d) Rules and Regulations may be adopted in open meetings of the Board, and may not be adopted in closed or executive sessions of the Board. (e) For any executive session or closed Board meeting, minutes kept for that part of the meeting should only indicate that an executive session was held and the general subject of the executive session.

Section 7.5 Waiver of Notice. Any director may waive notice of any meeting in writing. Attendance by a director at any meeting of the Board shall constitute a waiver of notice. If all the directors are present at any meeting, no notice shall be required, and any business may be transacted at the meeting.

Section 7.6 Quorum. At all meetings of the Board a majority of the directors currently in office shall constitute a quorum for the transaction of business, unless there are fewer than three directors, in which case all directors must be present to constitute a quorum. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board unless there are fewer than three directors, in which case, unanimity of the directors is required to constitute a decision of the Board. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 7.7 Proxies for Board Meetings. For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote for or against that issue, a director may execute, in writing, a proxy to be held by another director. The proxy shall specify 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 issue before the Board.

Section 7.8 Consent to Corporate Action. The directors shall have the right to take any action, except the adopting of a rule or regulation, in the absence of a meeting, which they could otherwise have taken at a meeting, by:

- (a) Obtaining the unanimous verbal vote of all directors which vote shall be noted in the minutes of the next meeting of the Board and ratified at that time;
- (b) Providing written notice to each director of a proposed action to be taken including the date and time by which the directors must respond to the proposed action. Upon receiving written notice of a proposed action, each director, by the date and time provided for in such notice, may: (i) vote in writing for such action; (ii) vote in writing against such action; (iii) abstain in writing from voting; or (iv) fail to respond or vote. In the event a sufficient number of affirmative votes for the proposed action, pursuant to these Bylaws, are cast in writing, the Board may take such action unless one or more directors demands that the action not be taken without a meeting. In the event action is taken pursuant to this provision, the action shall be noted in the minutes of the next meeting of the Board and ratified at that time;
- (c) Any action taken under subsections (a) and (b) shall have the same effect as thought taken at a meeting of the directors.

Section 7.9 Telephone or Electronic 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.

Section 7.10 Owner Participation. Members must be allowed to speak before the Board votes on any issue under discussion. The Board shall allow a reasonable number of persons to speak on each side of the issue, but the Board may place reasonable restrictions on the time allowed for each Member to speak. Members may also be allowed to speak at such other times as the Board, in its sole discretion, deems appropriate.

ARTICLE 8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1 Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Governing Documents or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Lake, including the following powers and duties:

- (a) Exercise any other powers conferred by the Governing Documents;
- (b) Perform the duties set forth in the Bylaws of the Snowline-Skydale Recreational Association, including but not limited to the sale of permits to extract fish from the Lake, and to adopt terms and conditions for the use of such permits;
- (c) Issue, reissue, and sell membership stock certificates for the Association, as further set forth in these Bylaws;
- (d) Adopt and amend Rules and Regulations, including responsible governance policies, procedures and rules and regulations, and including penalties for infraction thereof;
- (e) To adopt and enforce restrictions prohibiting firearms, the discharge of firearms, and hunting in the Community, as further set forth in the Declaration and the Rules and Regulations.
- (f) Adopt and amend budgets (subject to any requirements of the Declaration and the Bylaws);
- (g) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;
- (h) Collect Membership Dues as provided by the Governing Documents;
- (i) Employ a managing agent, independent contractors or employees as it deems necessary, and prescribe their duties;

(j) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents, and, in the Association's name, on behalf of the Association or two or more Members, on matters affecting the Community;

(k) Provide Association disclosures;

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

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

(n) Borrow funds and secure loans with an interest in future Membership Dues in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore, subject to the requirements set forth in the Declaration;

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

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

(q) Procure and maintain liability and hazard insurance as determined by the Board;

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

(s) Provide education to Members on an annual basis; and

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

Section 8.2 Managing Agent. The Board may employ a managing agent for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. The Board shall have the authority to delegate any of the powers and duties set forth in this Article to a managing agent. Regardless of any delegation to a managing agent, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law.

ARTICLE 9. OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, who are all required to be directors, and such other officers as the Board may from time to time create by resolution. Any two offices, except the offices of president and secretary, may be held by the same person.

Section 9.2 Election of Officers. The officers shall be elected by the Board for one year terms at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 9.3 Special Appointments. The Board may elect 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 9.4 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. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 9.5 Vacancies. A vacancy in any office may be filled by appointment by the Board by majority vote of the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

Section 9.6 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. Specifically, the president shall have the power to preside at all meetings of the Board of Directors and of the Members; appoint committees; see that orders and resolutions of the Board are carried out; sign contracts, leases and other written instruments; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.

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

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

(d) Treasurer. The treasurer shall be responsible for the receipt, deposit and disbursement of Association funds and securities and for maintenance of full and accurate financial records; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership, and deliver a copy of each to the Members. The treasurer shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Board of Directors.

Section 9.7 Delegation. The duties of any officer may be delegated to the managing agent or another Board member; *provided, however*, the officer shall not be relieved of any responsibility under this Section or under Colorado law.

ARTICLE 10. COMMITTEES

Section 10.1 Designated Committees. The Association may create committees and appoint such committee members 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. The Board shall also have the power to remove any and all committee members with or without cause and to terminate any such committee.

Section 10.2 Open Committee Meetings. All committee meetings shall be open to attendance by Members, as provided by applicable law.

ARTICLE 11. BOOKS AND RECORDS

Section 11.1 Association Records.

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

(i) Minutes of all Board and Member meetings;

(ii) All actions taken by the Board or Members by written ballot instead of holding a meeting;

(iii) All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association; and

(iv) All waivers of the notice requirements for Member meetings, Board member meetings, or committee meetings.

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

(i) An account for each Lot, whether a Member or not, which shall designate the name and address of each Owner and Member, the amount of the Membership Dues, the dates on which Membership Dues come due, any other fees payable by the Members, the amounts paid on the account and the balance due;

(ii) An account for each Member showing any other fees payable by the Member;

(iii) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;

(iv) The current operating budget;

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

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

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

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

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

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

(xi) Board resolutions affecting Members;

(xii) Records of any actions taken by Members without a meeting for at least the past three years;

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

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

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

Section 11.2 Minutes and Presumptions Under the Minutes. Minutes or any similar record of the meetings of Members, or of the Board of Directors, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 11.3 Examination. The books, records and papers of the Association shall at all times, during normal business hours and after at least five days written notice, or at the next scheduled Board meeting if within 30 days of demand, be subject to inspection and copying by any Member, at his or her expense, except documents determined by the Board to be confidential pursuant to a written policy or applicable law. Any Member's request to inspect and copy Association records must be made in good faith, for a proper purpose, and describe with reasonable detail what records are requested and why. Requested documents must be relevant to the stated purpose for the request. The Association may charge the actual costs for copying of the records.

ARTICLE 12. AMENDMENTS

Section 12.1 Bylaw Amendments.

(a) These Bylaws may be amended by:

(i) The affirmative vote of a majority of the members of the Board of Directors at a duly constituted meeting; provided, however, no amendment shall be made to the quorum requirement, to the qualifications, powers and duties of the Board, or to the terms of Directors without the affirmative vote of a majority of the Members present, in person or by proxy, at a regular or special meeting of the Members at which a quorum, as set forth in these Bylaws, is present; or

(ii) The affirmative vote of a majority of the Members present and voting, in person or by proxy, at a regular or special meeting of the Members called for such purpose at which a quorum is present, provided that notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting is being conducted for the purpose of amendment.

(b) Notwithstanding anything to the contrary in these Bylaws, these Bylaws may be amended by the Board of Directors, without Member approval, to comply with any statutory or judicial requirements.

ARTICLE 13. INDEMNIFICATION

Section 13.1 Obligation to Indemnify.

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

(i) acted in good faith, and;

(ii) in a manner that the person reasonably believed to be in the best interests of the Association, and;

(iii) with respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

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

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

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

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

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

Section 13.2 Determination Required.

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

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

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

or

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

Section 13.3 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with:

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

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

Section 13.4 No Limitation of Rights. The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to C.R.S. § 38-33.3-101, *et seq.*, and the Colorado Revised Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 13.5 Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, the manager, committee members, or anyone acting at the direction of the Board, covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the direction of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article.

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

Section 14.3 Conflicts. In the case of any conflicts between the Declaration and these Bylaws or the Articles of Incorporation, the terms of the Declaration shall control. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the terms of the Articles of Incorporation shall control.

Section 14.4 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

CERTIFICATION

By signature below, the secretary of the Board of Directors certifies these Amended and Restated Bylaws received the affirmative vote of a majority of the Members of record entitled to vote at any duly constituted meeting.

**SNOWLINE-SKYDALE PROPERTY OWNERS
ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By: Laurel L. Higgins
Secretary

Date: June 15th, 2009