

**BYLAWS
OF
WEXFORD ESTATES HOMEOWNERS ASSOCIATION**

THESE BYLAWS of WEXFORD ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation (the “Association”), are effective the 21st day of June, 2016, and are adopted pursuant to the Colorado Revised Nonprofit Corporation Act. In the event of a conflict between these Bylaws, the Articles of Incorporation of Wexford Estates Homeowners Association (the “Articles of Incorporation”), or the Declaration of Covenants, Conditions and Restrictions of Wexford Estates Subdivision (the “Declaration”), the Articles of Incorporation and the Declaration shall control over the Bylaws, and the Declaration shall control over the Articles of Incorporation.

**ARTICLE I
Members**

1.1. Membership. Eligibility and requirements for membership are specified in the Declaration.

1.2. Annual Meeting. The annual meeting of the members shall be held in January of each year, at a date and time determined by the board of directors, for the purpose of the election of directors and for the transaction of such other business as may lawfully come before the meeting.

1.3. Special Meetings. Special meetings of the members may be called by the president, by a majority of the board of directors, or by members holding not less than 40% of the votes of the Association upon delivery of a written request for such meeting to the president. Notice of the meeting shall be given in accordance with Section 1.5.

1.4. Location of Meeting. The board of directors shall designate any place, within Mesa County, Colorado as the location of any meeting. One or more members may participate in any members meeting by any means of communication by which all persons participating in the meeting can hear one another simultaneously. Such participation shall constitute presence in person at the meeting.

1.5. Notice of Meetings; Waiver of Notice.

1.5.1. Not fewer than ten (10) nor more than fifty (50) days in advance of any members meeting the secretary shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each member or to any other mailing address designated in writing by the member. Alternatively, to the extent feasible and practical, notice may be sent to the members via fax or electronic mail.

1.5.2. Notice of any meeting must state the date, time and place of the meeting and any matters that require membership approval, including the general nature of any

proposed amendment to the Bylaws (if the members, rather than the directors, are voting to amend) or Declaration, any budget changes, any proposal to remove a director, and any proposal to dissolve.

1.5.3. A member may waive notice of any meeting, or any other notice required by these Bylaws, by a writing signed by the member entitled to notice which is delivered to the secretary (either before or after the date and time stated in the notice) for inclusion in the minutes or for filing with the Association's records. A member's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting, unless the member, at the beginning of the meeting, objects to holding the meeting on the basis of lack of notice or defective notice; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when it is first presented.

1.6. Voting and Quorum.

1.6.1. Allocation of membership among the members is set forth in Article III of the Declaration. Each membership is entitled to one vote.

1.6.2. A quorum shall be deemed present throughout any members meeting if persons with the authority to cast not less than 50% of the votes of the Association are present in person or by proxy at the beginning of the meeting. Upon failure of a quorum, an adjournment may be taken by the vote of a majority of the members present for a period not to exceed thirty (30) days at any one adjournment.

1.6.3. If a quorum exists, action on a matter shall be approved if the votes cast by the members present at the meeting which favor the action exceed the votes cast in opposition to the action, unless a greater number of votes is required by law, the Articles of Incorporation, the Declaration, or these Bylaws; if there are more than two (2) choices or candidates, the choice or candidate receiving a plurality of votes, whether or not a majority of the total votes cast, shall be the prevailing choice or candidate.

1.7. Order of Business and Participation at Meetings.

1.7.1. The chairperson shall determine the order of business at all meetings of the members.

1.7.2. All meetings of the Association shall be open to all members. At an appropriate time determined by the chairperson, but before the board votes on an issue

under discussion, members shall be permitted to speak regarding that issue. The chairperson may place reasonable time restrictions on those persons speaking during the meeting.

1.8. Proxy. Members are entitled to vote at any members meeting in person or by written proxy, properly signed by the member or his or her duly authorized attorney-in-fact. Proxies shall be filed with the secretary before or at the time of the meeting. A proxy terminates eleven (11) months after its date, unless it provides otherwise. A member may not revoke a proxy except by actual notice of revocation to the chairperson presiding over the meeting at which the proxy will be cast. A proxy is void if it is not dated or if it purports to be revocable without notice.

1.9. Fixing Record Date. For the purpose of determining members entitled to notice or to vote at any members meeting, the board of directors may fix a date in advance as the record date. Such date shall not be fewer than ten (10) nor more than fifty (50) days prior to the date on which the action is to be taken. If the directors do not fix such a record date, the record date shall be the close of business on:

(a) With respect to any meeting, the day before the first notice is delivered to members; and

(b) With respect to any informal action taken pursuant to Section 1.10, the date the first member signs a written consent.

1.10. Informal Action by Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if members entitled to vote thereon unanimously agree and consent to such action in writing. Such consent may be executed in counterparts and received by fax, email or other form of communication providing the Association with a complete copy of the document, including a copy of the signature on the document. Unless the members establish a different effective date, action is taken at the time the last member signs the consent. Such consent shall have the same effect as action taken at a meeting of the members and may be described as such in any document. A member may revoke his or her consent by a written revocation signed by the member and received by the Association before the last member has signed the consent, in which case the action proposed in the consent shall be invalid.

1.11. Action by Written Ballot.

1.11.1. Any action that may be taken at any members meeting may be taken without a meeting if the Association delivers a written ballot (in the manner provided in subsection 1.5.1) to every member entitled to vote on the matter. The written ballot shall state each proposed action and provide an opportunity to vote for or against such proposed action. Approval by written ballot shall only be valid when the number of votes

cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. If there are more than two (2) choices or candidates, and the quorum requirements are met, the choice or candidate receiving a plurality of votes, whether or not a majority of the total votes cast by ballot, shall be the prevailing choice or candidate. A written ballot may not be revoked.

1.11.2. Solicitations for votes by written ballot shall:

- (a) Indicate the number of responses needed to meet the quorum requirements;
- (b) State the percentage of approvals necessary to approve each matter other than election of directors;
- (c) State the time by which the ballot must be received by the Association in order to be counted; and
- (d) Be accompanied by written information sufficient to permit each member voting to reach an informed decision on the matter.

1.12. Membership and Members List. After fixing a record date pursuant to Section 1.9, the Association shall prepare a list of the names of all its members who are entitled to notice of, and to vote at, the meeting or to take such action by written ballot, and the number of votes each member is entitled to vote at the meeting or by written ballot.

1.13. Transactions Requiring Membership Approval. Notwithstanding anything to the contrary stated elsewhere in these Bylaws, neither the board of directors, nor any committee of the board, nor any officer, agent or employee of the Association, shall take any of the following actions without the prior approval of the voting members, unless otherwise provided by law, the Declaration, or the Articles of Incorporation:

- (a) Amendment or restatement of the Articles of Incorporation;
- (b) Merger, dissolution, or sale or other disposition of substantially all of the assets of the Association;
- (c) Sale, lease, disposition, pledge, gift or encumbrance of any interest in real or personal property belonging to the Association, except in accordance with the established policies for such matters approved from time to time in advance by the voting members;

(d) Aggregate borrowing of the Association for any period for any purpose in excess of \$5,000.00, or of a dollar amount to be established by the voting members from time to time; the term “borrowing” for these purposes shall include any commitment for the payment of money pursuant to any contract; or

(e) Any expenditure of a nature that was not anticipated or reflected in a budget approved in advance of such expenditure by the voting members, and any expenditure that either singly or when aggregated with all other similar amounts throughout the Association’s fiscal year exceeds 10% of the amount budgeted for such expenditure or class of expenditures pursuant to a budget approved in advance of such expenditure by the voting members.

ARTICLE II Board of Directors

2.1. Powers and Duties. The business and the property of the Association shall be controlled and managed by the board of directors, except as otherwise expressly provided by law, the Articles of Incorporation, the Declaration, or these Bylaws. All directors shall be members of the Association, who are natural persons, eighteen (18) years of age or older.

2.1.1. By way of example and not limitation, the board of directors shall:

(a) Employ independent contractors and employees as the board deems necessary;

(b) Cause to be kept a complete record of all its acts and corporate affairs;

(c) Supervise all officers and any agents and employees of the Association, and see that their duties are properly performed;

(d) Fix the amount of the annual budget and annual assessment against each lot;

(e) Cause delivery of all required notices relative to budgets and assessments;

(f) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

(g) Cause all property owned or used by the Association to be properly maintained and, if deemed desirable by the board, insured.

2.1.2. The president or secretary may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

2.1.3. The board of directors may suspend a member's voting rights, use of Association water, and/or any benefits of membership in the Association for any period during which any assessment against such member's lot remains unpaid and delinquent, and/or while a member is in violation of the Declaration or any rules or regulations adopted by the Association. The Association may also take judicial action against any Owner to enforce compliance with any provision of the Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance, and may exercise any other right or remedy for enforcement of this Declaration permitted by law.

2.2. Number, Term, and Nomination.

2.2.1. The affairs of the Association shall be managed by a board of three (3) directors.

2.2.2. Each director shall serve for the period of one year next succeeding his or her election, and until the election and qualification of a successor, unless sooner removed from office. A plurality of votes cast by the members entitled to vote in the election shall be necessary to elect a director.

2.2.3. Nominations for election to the board of directors may be submitted to the secretary, in writing, by any member or director through and including the day before the election date, but not more than fifty (50) days prior to such date. Unless the vote is being conducted by written ballot without a meeting under Section 1.11, nominations from the floor may be made at the meeting in which the election is held immediately prior to the vote.

2.3. Vacancies. Any vacancy in membership of the board of directors shall be filled for the remainder of the unexpired term by the affirmative vote of a majority of the remaining directors, whether or not consisting of a quorum.

2.4. Resignation and Removal.

2.4.1. A director may resign at any time by giving written notice of his or her resignation to the Association. Such resignation is effective when the notice is received by the Association, unless the notice states a later date. A board member who has failed to attend three (3) consecutive board meetings shall be deemed to have resigned upon a confirming vote of a majority of the board. If a director is deemed to have resigned for

failing to attend meetings, his or her resignation date shall be the date of confirmation of resignation by the board of directors.

2.4.2. At any meeting of the members at which a quorum is present, the members may vote to remove the entire board of directors or any lesser number, if not less than two-thirds (2/3) of the votes cast by the members favor such removal.

2.5. Annual Meeting of Directors. The annual meeting of the board of directors shall be held as soon as is conveniently possible following the annual members meeting.

2.6. Special Meetings. Special meetings of the board of directors shall be held whenever called by the president or by a majority of the directors.

2.7. General Provisions Regarding Meetings.

2.7.1. All meetings of the board of directors shall be held at a time and place in Mesa County, Colorado to be designated by the president or, if called by directors, at such time and place in Mesa County, Colorado designated by those directors; except, the annual meeting shall be held in accordance with Section 2.5. Upon prior approval of the board, one or more directors may participate in any meeting of the board by any means of communication by which all persons participating in the meeting can hear one another simultaneously. Such participation shall constitute presence in person at the meeting.

2.7.2. All meetings of the board of directors or any committees of the board shall be open to attendance by all members.

2.7.3. Notwithstanding any other provision in these Bylaws to the contrary, the board of directors may hold an executive or closed door session and may restrict attendance to directors and such other persons requested by the board during any regular or special meeting. The matters to be discussed at such an executive session shall include only the following:

(a) Matters pertaining to employees of the Association or a 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; and

(e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

2.7.4. 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 manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

2.8. Notice of Meetings. Meetings of the board of directors shall be held only after delivering, at least two (2) days in advance of such meeting to each director personally or by fax or email, or mailing at least seven (7) days in advance to each director at the director's last known address, a written notice of such meeting, giving the date, time and place of the meeting. A director may waive any notice of a meeting with a written waiver signed by the director and filed with the minutes or corporate records.

2.9. Quorum and Manner of Action. A quorum will be deemed present throughout any meeting if directors entitled to cast not less than two-thirds (2/3) of the votes are present at the beginning of the meeting. The act of the majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors.

2.10. Proxies. A director may be deemed present at a meeting if, prior to the meeting, the director grants and delivers a written proxy to another director who is present in person at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies by directors shall be allowed.

2.11. Compensation of Directors. No director shall receive compensation for his or her attendance at meetings of the board of directors. However, upon a vote of the directors, a director may be reimbursed for actual expenses incurred in performance of the director's duties. The compensation allowed to directors shall be changed only by action of the members. This Section 2.11 may only be amended by the members.

2.12. Presumption of Assent and Right of Dissent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have waived notice of the meeting and assented to all action taken at the meeting unless:

(a) The director objects to holding the meeting or transacting business at the meeting at the beginning of the meeting, or promptly upon the director's arrival, and does not thereafter vote for or assent to any action taken at the meeting;

(b) The director contemporaneously requests that the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the Association promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 2.12 is not available to a director who votes in favor of the action taken.

2.13. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if each and every director in writing either votes for the action, or votes against such action or abstains from voting, and waives the right to demand that action not be taken without a meeting. Such consent may be executed in counterparts and received by fax, email or other form of wire or wireless communication providing the Association with a complete copy of the document, including a copy of the signature on the document. Unless the directors establish a different effective date, action is taken at the time the last director signs the consent. Such consent shall have the same effect as action taken at a meeting of directors and may be described as such in any document. A director may revoke his or her consent only by a written revocation signed by the director and received by the secretary before the last director has signed the consent. All signed written instruments necessary for any action taken pursuant to this Section 2.13 shall be filed with the minutes of the board of directors.

2.14. Committees.

2.14.1. By resolution adopted by a majority of the directors then in office, the board of directors may designate one or more committees, and appoint one or more directors to serve on them. To the extent provided in the resolution, any such committee may have all the authority of the board, as designated in the resolution establishing the committee, except that no committee shall have the authority to: (a) authorize distributions; (b) elect, appoint, or remove any director; (c) amend the Articles of Incorporation; (d) adopt, amend or repeal these Bylaws; (e) approve a plan of merger; or (f) approve a sale, lease, exchange or other disposition of all, or substantially all, of the Association's property, with or without goodwill, otherwise than in the usual and regular course of business subject to approval by the board of directors. The board of directors may establish any requirements for the governance of such committees that comply with these Bylaws and law.

2.14.2. The board of directors may establish one or more committees, advisory boards, auxiliaries or other bodies of any kind whose members are not directors in order

to provide advice, service and assistance to the Association; except that such committees may not exercise any power or authority reserved to the board of directors by the Act or these Bylaws.

2.14.3. Notwithstanding anything in this Section 2.14 to the contrary, an Architectural Control Committee has been established pursuant to and is governed by Article IV, Section 1 of the Declaration.

ARTICLE III Officers

3.1. General. The officers of the Association shall be a president, a secretary and a treasurer. All officers shall be natural persons, eighteen (18) years of age or older. The board of directors may elect or appoint such additional officers as it may consider necessary who shall hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. The salaries, if any, of the officers of the Association shall be fixed by the board of directors. In all cases where the duties of any officer, agent or employee are not prescribed by these Bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president.

3.2. Election and Tenure of Officers. Except as otherwise provided in the Declaration, the officers of the Association shall be elected by the board of directors annually at the annual meeting of the board. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. A plurality of the votes cast shall be necessary to elect. One person may hold more than one office, except that the president and treasurer shall be different people. A director or directors may hold any office(s). Each officer shall hold office until the first of the following to occur: the officer's successor is duly elected and qualified; the officer's death; the officer's resignation; or the officer's removal.

3.3. Resignation. An officer may resign at any time by giving written notice of resignation to the Association. The resignation of an officer is effective when the notice is received by the Association, unless the notice states a later effective date. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board of directors may remove the officer at any time before the effective date and may fill the resulting vacancy.

3.4. Removal. The board of directors may remove any officer at any time, with or without cause, by a majority vote of the board. Such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not, in and of itself, create a contractual right.

3.5. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

3.6. President. The president shall, subject to the direction and supervision of the board of directors, be the chief executive officer of the Association and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The president shall present a report of the general conduct and transactions of the company at the annual members meeting. The president shall have custody of the treasurer's bond, if any.

3.7. Treasurer. The treasurer shall have all of the powers, and shall perform all of the duties and obligations, of the president when the president refuses to act or is unable to act due to a vacancy in the office, absence or illness. The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all the funds, securities, evidences of indebtedness, and other personal property of the Association. The treasurer shall be required to keep written records showing all receipts and expenditures of the company, and shall make such reports related thereto as the board may require. The treasurer shall, if required by the board of directors, give the Association a bond conditioned upon the faithful performance of the treasurer's duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the Association. The treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the board of directors or the president.

3.8. Secretary. The secretary shall: (a) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or by the board of directors; (b) keep the minutes of the proceedings of the members and the board of directors; (c) see that all notices are duly given in accordance with the provisions of the Declaration, these Bylaws or as required by law; (d) be custodian of the Association's records and authenticate Association documents; and (e) maintain a record containing the names and addresses of all members.

ARTICLE IV Dissolution

4.1. Authorization. The Association shall not be dissolved unless the owners of Wexford Estates Subdivision (as described in the Declaration) repeal the Declaration in accordance with the Declaration, in which case the Association shall dissolve.

4.2. Articles of Dissolution. After the occurrence of the events described in Subsection 4.1, the Association shall dissolve by delivering to the Secretary of State for filing articles of dissolution in the form it shall prescribe.

4.3. Revocation. In the event a repeal of the Declaration is revoked, the dissolution of the Association shall likewise be revoked. In the event the dissolution of the Association is revoked, the Association shall deliver to the Colorado Secretary of State for filing, within 120 days after the effective date of dissolution, articles of revocation of dissolution in the form it shall prescribe.

ARTICLE V
Association Records

5.1. General. The Association shall keep as permanent records copies of: (a) the Articles of Incorporation and any amendments thereto; (b) the Declaration and any amendments thereto; (c) these Bylaws and any amendments thereto; (d) minutes of all meetings of the members and the board of directors; (e) all actions taken by the members or board by written ballot or written consent in lieu of a meeting; and (f) all actions taken by a committee of the board in place of the board on behalf of the Association.

5.2. Examination and Copying. All records of the Association shall be made reasonably available for examination and copying by any member, except records produced in or related to executive session of the board under subsection 2.7.3. The Association may charge a fee, which may be collected in advance but which shall not exceed the Association's actual cost per page, for copies of Association records.

ARTICLE VI
Assessments

6.1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for: expenditures made, and liabilities incurred, by or on behalf of the Association; to promote the health, safety or welfare of the residents of Wexford Estates Subdivision; for the benefit of any and all real property, improvements, equipment and fixtures owned, leased or controlled by the Association for the common use and enjoyment of the members, including but not limited to any irrigation and drainage easements and all improvements, equipment, facilities and other personal property owned, operated or maintained by the Association for the purpose of delivering water to the lots; or for any other purpose of the Association, as those purposes (as amended from time to time) are specified in the Declaration, these Bylaws, or the Articles of Incorporation; or as otherwise permitted by applicable law.

6.2. Date of Commencement of Assessments; Due Dates.

6.2.1. The board of directors shall fix the amount of the annual assessment in the budget to be prepared in accordance with Section 2.1.1(d). The due date(s) shall be established by the board of directors.

6.2.2. “Special Assessments” refer to a charge against any lot for certain costs incurred by the Association for materials or services furnished to the member or his or her lot at the request of or on behalf of such member, or as a result of any member failing to maintain any portion of his or her lot in accordance with the provisions of the Declaration, or as a result of the negligence, recklessness or willful misconduct of any member, his or her employees, guests or invitees, or for excessive use or special use of the services or facilities, if any, provided by the Association, or for any other purpose for which the Declaration or applicable law specifies or permits. Special Assessments may be made by the board of directors at any time, except as limited by the Declaration.

6.2.3. “Capital Assessments” refer to a charge against any lot representing a portion of the Association’s cost for the purchase, installation, construction, or expected or unexpected repair or replacement, of any capital improvement (including the necessary fixtures and personal property related to it) that is an expense of the Association, plus reserves for repair or replacement of existing capital items, and acquisition, construction and installation of new capital improvements. Capital Assessments may be made by the board of directors at any time, except as limited by the Declaration.

6.3. Expense Allocation. Except as otherwise stated in this Article VI, the expenditures made, and liabilities incurred, by or on behalf of the Association shall be allocated to the members pro rata. In the event a lot is further subdivided, each new lot created shall likewise be allocated the expenditures made, and liabilities incurred, by or on behalf of the Association pro rata. For example, if a lot allocated 1/5 of the expenditures and liabilities of the Association is divided in two (2), the resulting lots shall each be allocated 1/10 of the expenditures and liabilities of the Association. Despite anything to the contrary stated in this Section 6.3, if permitted or required by the Declaration, expenditures made, and liabilities incurred, by or on behalf of the Association or other cost or expense to the Association benefiting or caused by fewer than all lots shall be assessed exclusively against the lot(s) benefited by or causing the expenditures made, and liabilities incurred, or other cost or expense.

6.4. Member’s Negligence. In the event that the need for maintenance, repair, replacement, reconstruction or reconfiguration of any real property, improvements, equipment or fixtures owned, leased or controlled by the Association for the common use and enjoyment of the members, including but not limited to all irrigation and drainage easements, or any other expenditures made, and liabilities incurred, by or on behalf of the Association, is caused by the willful or negligent act or omission of any member, or by the willful or negligent act or omission of any family or household member, guest or invitee of such member, such expense and all related fees, costs and expenses of or to the Association shall be the personal obligation of such

member and may be made part of any Assessment against such member and that member's lot(s).

6.5. Creation of the Lien and Personal Obligation of Assessments. Any charge set forth in this Article VI, from the time such charge becomes due, shall be a charge on and covenant running with the land, and shall be a continuing lien on the lot against which each such item is assessed. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations. A valid acceleration of installment assessment obligations may be made by the board of directors at any time any assessment or assessment installment is at least thirty (30) days overdue. Each such charge, together with interest, costs and reasonable attorney fees, shall also be the joint and several personal obligation of each person and entity who was the owner of the lot at the time when the item became due, provided, that this personal obligation shall not pass to an owner's successors-in-interest unless expressly assumed by them. No member may be exempt from liability for assessments by waiver of use of the assets or benefits of the Association, or by abandonment of any lot. The Association's lien on a lot for assessments shall be superior to any homestead exemption now or later provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed or other conveyance for a lot shall constitute a waiver of the homestead and any other such exemption as against such assessment lien.

6.6. Nonpayment of Assessments. Any assessment provided in this Declaration that is not paid when due is delinquent. If any such assessment is not paid within thirty (30) days after the due date without additional notice or demand, the assessment shall bear interest from the due date at a rate not to exceed the maximum rate of interest permitted by law, as determined by the board of directors. The Association may, at its option, exercise any right or remedy available to the Association under applicable law, including without limitation bringing an action at law against the member personally obligated to pay the same or foreclosing the lien provided in Section 6.5 against the lot(s) for which the assessment has not been paid; and in any case there shall be added to the amount of such assessment interest and all costs that may be incurred by the Association in its collection of the assessment, including reasonable attorney fees. Each member vests in the Association or its assigns the right and power to bring all actions or proceedings at law or in equity or to institute foreclosure proceedings against such member or other members for the collection of such delinquent assessments.

6.7. Nature of Obligation and Lien. The obligation for payments of assessments by each member to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in the Declaration) or demand, and without setoff or deduction. The board of directors may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the member, and the description of the lot. Such a notice shall be signed by one member of the board of directors and may be recorded in the real property records of the County. The recording of the Declaration constitutes record notice and perfection of the lien. No further recording of any claim of lien or

assessment is required. The lien for each unpaid assessment attaches to each lot at the beginning of each assessment period and shall continue to be a lien against such lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the personal obligation of each person who was the owner of such lot at the time when the assessment became due.

6.8. Foreclosure Sale. Any foreclosure sale related to an assessment lien shall be conducted in accordance with those provisions of the laws and rules of the courts of the State of Colorado applicable to the foreclosure of mortgages, or in any other manner then permitted or provided by applicable law.

6.9. Cumulative Remedies. The assessment lien and the rights of foreclosure and sale under it shall be in addition to, and not in substitution of, all other rights and remedies that the Association and its assigns may have under the Declaration and then applicable law, including without limitation a suit to recover a money judgment for unpaid assessments, as provided above, all of which rights and remedies shall be cumulative.

ARTICLE VII Miscellaneous

7.1. Amendment of Bylaws. The board of directors shall have the power to make, amend and repeal these Bylaws upon unanimous vote of the members of the board at the annual meeting of the board or at any special meeting called for that purpose, unless otherwise provided in the Declaration, these Bylaws, or by law.

7.2. Offices. The initial principal office of the Association shall be located at 744 Horizon Court, Suite 350, Grand Junction, CO 81506. The Association may have such other offices in Mesa County, Colorado as the board of directors may designate or as the business of the Association may require from time to time.

EFFECTIVE the date first written above.

Secretary