

**ATTACHMENT AND AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
BACK COUNTRY CABINS HOMEOWNERS ASSOCIATION, INC  
A Colorado Nonprofit Corporation**

Whereas, Back Country Homeowners Association, Inc., (hereinafter The Corporation) was Organized by a filing with the Secretary of State on June 30, 2011, (ID 20111374674) to manage, administer and operate the Community located in Summit County, Colorado, as described in and in accordance with the provisions of that certain Declaration of Covenants of Back Country Cabins, a Residential Condominium Community (the "Declaration");

Now, Therefore, the Board of Directors of The Corporation hereby adopts the following Attachment to the Articles of Incorporation, which shall be deemed to amend by adding the following provisions to the Articles filed with the Secretary of State.

**DEFINITIONS**

The Definitions set forth in the Declaration are incorporated by reference.

**ENUMERATED POWERS**

The Corporation shall have the following enumerated powers in addition to those set forth in the Colorado Common Interest Ownership Act ("Act") and Colorado Nonprofit Corporation Act. Defined terms not otherwise defined in this Attachment shall have the same meaning as set forth in the Declaration.

- (a) Adopt and amend Rules with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures, grounds and facilities of the Community by the Board;
- (b) Enforce the Rules and any and all covenants, restrictions and agreements applicable to the Community; including but not limited to, those set forth in the Declaration;
- (c) Prepare estimates and budgets of the Common Expenses of the Association;
- (d) Collect Assessments for Common Expenses from Unit Owners;
- (e) Hire and discharge managing agents;
- (f) Retain legal counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities

described in this document;

- (g) Institute, defend and intervene in litigation, arbitration or administrative proceedings or seek injunctive relief for violations of the Association's Declaration, Bylaws or Rules in the Association's name, on behalf of the Association or two or more Unit Owners on matters affecting the Community;
- (h) Make contracts and incur liabilities;
- (i) Manage, supervise, operate, maintain and repair and protect all structures, grounds, driveways and other facilities, installations and appurtenances thereto relating to the Common Elements within the Community. In furtherance of this purpose and power, at its election, the Association may also, but shall not be required, to provide garbage and trash collection, and to supplement municipal services, insofar as permitted by law, to do any other thing that, in the opinion of the Board, will promote the common benefit and enjoyment of the residents of the Community;
- (j) Cause additional improvements to be made as a part of the Common Elements;
- (k) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property;
- (l) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (m) Impose and receive a payment, fee or charge for services provided to Unit Owners;
- (n) Impose reasonable charges for late payment of Assessments and, after notice and hearing, levy a reasonable fine for a violation of the Declaration, Bylaws or Rules of the Association;
- (o) Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid Assessments;
- (p) Perform or cause to be performed, all other and additional services and acts as are usually performed by Associations of real estate developments, including without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts;
- (q) Provide for the indemnification of the Association's officers and the Board

and maintain Directors' and Officers' liability insurance to the extent reasonably available;

- (r) Establish committees, permanent and standing, to perform any of the above functions;
- (s) Perform, or cause to be performed, all other necessary acts and services suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and acquire, sell, mortgage, lease or encumber any real or personal property for these purposes; and
- (t) Exercise any other powers conferred by the Declaration, the Articles of Incorporation, the Bylaws, the Act and the Colorado Nonprofit Corporation Act.

The foregoing statements of purpose shall be construed as statements of both purposes and powers. The purposes and powers stated in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

### **BOARD**

The initial Board shall consist of Peter Campbell and Ronda Campbell. At such time as Two of the Six Units are sold, the Initial Board shall appoint another Board Member from the Owners. The Board shall then consist of three persons, and this number may be changed by a duly adopted amendment to the Bylaws, except that in no event may the number of members be less than three nor more than five. At such date as Four of the Six Units are sold the Board shall be elected solely from the list of persons who own Units in the Project.

### **AMENDMENT**

Amendment of these Articles shall require the assent of two-thirds of the Unit Owners voting in person or by proxy at an annual meeting of Members or at a special meeting called for this purpose at which a quorum is present; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

### **MEMBERSHIP CLASSES, RIGHTS AND QUALIFICATIONS**

The classes, rights and qualifications of voting members are as follows:

The Association shall have voting members. Any person who holds title to a Unit in the Community shall be a member of the Association. There shall be one membership for each Unit owned within the Community. This membership shall be automatically

transferred upon the conveyance of that Unit. Voting shall be based upon one vote per Unit, and the vote to which each membership is entitled is the vote assigned to its Unit in the Declaration. If a Unit is owned by more than one person, those persons shall agree among themselves how a vote for that Unit's membership is to be cast, pursuant to applicable provisions in the Bylaws of the Association. A vote by an individual co-owner for the entire Unit's membership interest shall be deemed to be pursuant to be valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case such membership's vote shall not be counted unless such co-owners can agree within a reasonable time.

The members shall be of one class, Unit Owners who own Units, as defined in the Declaration. These Unit Owners shall elect all members of the Board, following the period of Declarant control as more particularly described in the Declaration.

Except as otherwise provided in the Declaration, not later than the termination of the Development Period, the Unit Owners shall elect a Board of at least five members, at least a majority of whom shall be Unit Owners other than Declarant. The Board shall elect the officers. The Board members and officers shall take office upon election.

#### INDEMNIFICATION

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board, officer, employee, fiduciary or agent of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorney's fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interest of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

The Association may indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or contemplated action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such person is or was a member of the Board, officer, employee, fiduciary or agent of the Association or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorney's fees and costs) actually and reasonably incurred by him or her in connection with the defense or settlement of such

action or suit if such person acted in good faith and in a manner which he or she reasonably believed to be in the best interest of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty in the Association unless, and to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses if such court deems proper.

To the extent that a member of the Board, officer, employee, fiduciary or agent of the Association has been successful on the merits in defense of any action, suit or proceeding referred to in the first or second paragraphs of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorney's fees and costs) actually and reasonably incurred by him or her in connection therewith.

Any indemnification under the first or second paragraphs of this section (unless ordered by a court) and distinguished from the third paragraph of this section, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the member of the Board, officer, employee, fiduciary or agent is proper in the circumstances because such individual has met the applicable standard of conduct set forth in the first or second paragraphs above. Such determination shall be made by the Board by majority vote of a quorum consisting of those members of the Board who were not parties to such action, suit or proceeding or, if such a quorum is not obtainable, such determination shall be made by written opinion of independent legal counsel and written approval by Board members entitled to vote thereon, if any.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board, or otherwise, nor by any rights which are granted pursuant to the Act and the Colorado Nonprofit Corporation Act.

The Association may purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, employee, fiduciary or agent of the Association, or who is or was serving at the request of the Association in such capacity against any liability asserted against him or her and incurred by such individual in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such individual against such liability under the provisions of this section.

**DISSOLUTION**

In the event of dissolution of the Association in the context of termination of the common interest community, the assets of the Association shall be distributed in accordance with C.R.S. § 38-33.3-218 of the Act. In the event of dissolution of the Association without termination of the common interest community, the assets shall be distributed to a new homeowners association to be formed by a majority of the Unit Owners or if none to the Owners of Record pro-rata to their interest as it appears of Record.

The Undersigned Incorporater hereby Appoints Peter Campbell and Ronda Campbell to act as the Initial Board of Directors and adopts the foregoing attachment and Amendment of the Articles of Incorporation. All other matters set forth in the Articles of Incorporation are hereby ratified.

Incorporator:

\_\_\_\_\_

Approved by all of the Members of the Board of The Corporation:

\_\_\_\_\_  
Ronda Campbell

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter Campbell

Date: \_\_\_\_\_