

## Buckskin Heights Road Association Special Meeting Minutes

Sunday, March 12, 2023 • Stahl Residence (13914 Otter) and by Zoom

**ATTENDANCE:** Quorum of 14 membership was satisfied as follows:  
19 properties represented in-person (14) or on Zoom (5); 9 represented by proxies. 28 total properties eligible to vote.

**Road Association Board Members Present (6):**

In-Person (4): Dan McQueen, President; Mary Arnold, Vice President; Sue Weber, Treasurer; Bill Torrey, Director at Large  
By Zoom (2): Cindy Smith, Secretary; Brian Abbott, Director at Large

**Other Association Properties Present (22):**

In-Person (10): John Appelmann (2 properties), Rich & Debbie Evans, Allan Heese (& Ruth by Zoom), Sanjeev Karki, Shana Longo, Michael Lowe, Traci Reynolds, Melissa St Clair, Rick Stahl  
By Zoom (3): David Gaudio, Kathy Hingtgen, Calvin Simpkins

**Proxies (9):** Faris/Bilsing (Heese), McGowan (Weber), Rutt (Heese), Seymour (McQueen), Stewart (Smith), Wilson (3 properties, McQueen), Woods (Evans)

**Other:** None

**CALL TO ORDER AND WELCOME:** The meeting was called to order at 2:40 PM by President Dan McQueen.

**AGENDA:** The agenda and meeting notice was approved as distributed 30 days prior to the special meeting (attached).

**METHOD OF VOTING:** Stahl made a motion to make voting a roll call method. The motion was seconded by Sue Weber and **approved**.

**REVIEW OF AGENDA:** Sue Weber reviewed the agenda as outlined in the special meeting notice as follows:

*This special meeting of the Buckskin Heights Road Association membership was called by the BHRA Board of Directors in accordance with the BHRA Bylaws to discuss and vote upon the following three motions. Any of these motions, if adopted, incorporate the proposed policies and procedures detailed in the "BHRA Special Mtg REEG Proposal 2-8-23 FINAL" (attached) unless amended, as follows.*

**Purchase Option #1:** Purchase a Road Groom for no more than \$15K, with one-time special assessment of \$150/property, maintaining professional road upkeep at 2022 level.

**Purchase Option #2:** Purchase a Road Groom for no more than \$15K, with one-time special assessment of \$100/property, reducing professional road upkeep to about 80% of 2022 level.

**Purchase Option #3:** Purchase a Road Groom for no more than \$15K, with no special assessment, reducing professional road upkeep to about 50% of 2022 level.

**No Purchase Option:** Do not purchase the Road Groom.

- *If one of these 3 mail ballot purchase options is approved by the majority of the members of the members attending the special meeting, a subsequent mail ballot of the membership will be conducted according to our Bylaws, Article II, Section 6(b). If a 2/3 majority of those members responding to the mail ballot approve, the equipment will be purchased.*
- *If none of the 3 mail ballot purchase options are approved by a majority vote of the members attending the special meeting, no mail ballot of the Association will be conducted and no purchase will be made.*

**DISCUSSION OF REEG PROPOSALS:** Questions from participating members were discussed concerning:

1. How to accurately define “2022 levels” of road upkeep? Sue Weber explained that costs in future years at the “2022 level” in the REEG proposal were based on costs for the three gradings and 35 loads of road base spread in 2022, without accounting for probable inflation (best case scenario).
2. How many Association members were willing to sign up for pulling the Road Groom? Two residents of the 19 properties represented in person at the meeting were willing to use personal vehicles to operate the Road Groom. The possibility that community volunteers could be hired by BHRA to operate the Road Groom was discussed.
3. What sort of vehicle would be required to pull the Road Groom? Based on 2022 experience, knowledgeable opinion was that a ¾ ton pickup was required.
4. Some members were concerned that details of the functionality and benefits of the Road Groomer seemed to be lacking in the three purchase options provided by REEG.

**RESULTS:**

**Round 1 Results:** The vote was inconclusive. Since we had a 50/50 vote to purchase or not purchase, the roll call vote was conducted a 2nd time.

Purchase Option #1:	4
Purchase Option #2:	4
Purchase Option #3:	6
<u>No Purchase Option:</u>	<u>14</u>
	28

**Round 2 Results:** Since over 50% voted to not to purchase, no purchase will be made by BHRA.

Purchase Option #1:	0
Purchase Option #2:	7
Purchase Option #3:	6
<u>No Purchase Option:</u>	<u>15</u>
	28

**ADJOURNMENT:** The meeting was adjourned at 3:53 PM.

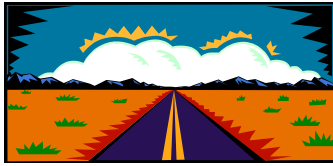
Respectfully submitted,  
Cindy Smith, Secretary

**VOTING ON THE REEG PROPOSALS:** The BHRA *Ad Hoc* Bylaws Committee recommendation that we use a roll call vote procedure as follows was adopted:

*Round 1: Every membership votes for one of 4 options. If no option receives a majority, we drop the **purchase** option with the lowest vote total for Round 2.*

*Round 2: Every membership votes for one of 3 options. If no option receives a majority, we drop the **purchase** option with the lowest vote total for Final Round 3.*

*Final Round: Every membership votes for one of 2 options: the remaining **purchase** option or the **No Purchase Option** is adopted.*



BUCKSKIN HEIGHTS ROAD ASSOCIATION  
PO Box 352  
MASONVILLE CO 80541

February 6, 2023

## NOTICE OF SPECIAL MEETING

A special meeting of the Buckskin Heights Road Association membership has been called by the BHRA Board of Directors in accordance with the BHRA *Bylaws*, Article II, Section 6(b) and Article VI, Section 2 (<http://buckskinheights.org/BHRA-Bylaws-Sep20-Copyright.pdf>).

The hybrid (in-person/Zoom) meeting will take place as follows:

DATE: Sunday, March 12, 2023

TIME: 2:30 – 4:30pm

LOCATION: Rick Stahl's House at 13914 Otter Rd, Loveland CO 80538

ZOOM INFO: BY COMPUTER:

<https://us02web.zoom.us/j/86937140650?pwd=bHhpbnFPWHhubXZoOEVIMERjWnk0Zz09>

BY PHONE: +1 346 248 7799

FOR BOTH:

Meeting ID: 869 3714 0650

Passcode: 501161

PURPOSE OF THE MEETING: To consider and vote upon 3 mutually-exclusive mail ballot options (see attached proposal) for the capital expenditure purchase of an 8.5' Road Groom ([www.roadgroom.com](http://www.roadgroom.com)) pull-behind road smoothing implement for up to \$15k, to be operated by BHRA board-approved resident(s) in optimal weather between 3 regular professional motor-gradings.

- If one of the 3 mail ballot purchase options is approved by the majority of the members of the members attending the special meeting, a subsequent mail ballot of the membership will be conducted according to our *Bylaws*, Article II, Section 6(b). If a 2/3 majority of those members responding to the mail ballot approve, the equipment will be purchased.
- If none of the 3 mail ballot purchase options are approved by a majority vote of the members attending the special meeting, no mail ballot of the Association will be conducted and no purchase will be made.

No other Association business will be conducted at this meeting.

BAD WEATHER ALTERNATIVE: If the weather is bad on Sunday, March 12, 2023 at 9am, emails will be sent and notices will be posted on the BHRA website [buckskinheights.org](http://buckskinheights.org) and GroupsIO to postpone the meeting to the following week, Sunday, March 19, 2023 at the same time and location.

We hope that all members who can attend, will attend.

Dan McQueen, President  
Buckskin Heights Road Association

**PURCHASE AN 8.5' ROAD GROOM (www.roadgroom.com)**  
**PULL-BEHIND ROAD SMOOTHING IMPLEMENT FOR NO MORE THAN \$15K TO BE OPERATED BY BHRA BOARD-APPROVED RESIDENT(S) IN OPTIMAL WEATHER BETWEEN 3 REGULAR PROFESSIONAL MOTOR-GRADINGS (under Budget Options #1, #2 or #3.)**

1. Approval: The Association membership must approve any capital expenditure to purchase the Road Groom by a 2/3 vote of those responding to a mail ballot (Bylaws, Article II, Section 6b).
2. Initial Financing: As of January 2023, we had about \$11K in checking mostly from a one-time dues payment on a long-delinquent property. Our approved 2023 budget without the Road Groom purchase is below. Budget Options #1-3 show options for purchasing the Road Groom, with or without an optional special assessment as follows:
  - A. **Option #1:** Maintain professional road upkeep at 2022 level with a one-time special assessment of \$150/property in addition to current annual dues of \$450/property. Grading costs and road base purchases (29 BHRA loads) would be about the same as 2022.
  - B. **Option #2:** Reduce professional road upkeep with a one-time special assessment of \$100/property in addition to current annual dues of \$450/property. Grading costs would be somewhat reduced because road base purchased (24 loads) would drop by about 20% from 2022.
  - C. **Option #3:** Minimize professional road upkeep with no additional money from property owners. Grading costs would be reduced by about 20% and road base purchased would drop by 50% (15 BHRA loads) from 2022.
3. Ongoing Costs
  - D. Maintenance: Allocate BHRA budget of about \$500/year to maintain the Road Groom – new tines at regular intervals, repair of any incidental damage, etc.

- E. Insurance: No additional insurance is necessary if we budget for maintenance/damage costs (see 3D above and 4H below). Liability/collision insurance will be covered by the owner of the vehicle towing the Road Groom (see 4I below).
- F. Personnel: The Association will budget for an authorized volunteer operator(s) to use personal truck(s) to operate the Road Groom at \$200/smoothing for up to 7 smoothings/year.
- G. Re-establishing/continuing 2022 professional road upkeep in 2023 and beyond would require a \$30/property increase\*\* in road dues in 2023 to cover ongoing maintenance/operating costs (\$1,900).
4. Insurance:
  - H. Damage to the Road Groom cannot be covered by our existing BHRA liability policy – options are a specialized policy or budgeting those costs as regular maintenance.
  - I. Liability insurance on the towing vehicle will be the responsibility of the owner of the vehicle (see 5K below).
5. Board Responsibilities:
  - J. The BHRA Vice President will authorize each use of the Road Groom (Bylaws, Article II, Section 6d); schedule authorized operators (see 5K below); and maintain accurate records of each use (date/time, operator, areas smoothed, weather conditions, any issues, etc).
  - K. The BHRA Board will approve a list of authorized operators who:
    - Have specific experience or been specifically trained to use the Road Groom equipment; and
    - Annually provide proof of adequate insurance (\$500K) on the towing vehicle AND sign an updated “Hold Harmless” agreement (draft attached).
  - L. The BHRA Board will designate specific Association member(s) who will store the equipment and arrange timely maintenance and repairs.

**EXPENSE/INCOME SUMMARY**

**NOTES**

A	B	C	D	E	F	G
Category	2021 Actual	2022 Actual	2023 Approved Budget	2023 RG PURCHASE #1 Budget	2023 RG PURCHASE #2 Budget	2023 RG PURCHASE #3 Budget
1 Non-Road Expenses	\$3,524	\$2,126	\$3,650	\$3,150	\$3,150	\$3,150
2 Road Base Homeowner	\$3,950	\$3,000	\$0	\$0	\$0	\$0
3 Road Culverts & Ditchwork	\$1,372	\$1,705	\$1,500	\$1,250	\$1,000	\$750
4 Road Grader Operator	\$14,006	\$18,243	\$16,000	\$15,500	\$15,000	\$13,000
5 Road Base	\$12,933	\$14,349	\$20,000	\$14,500	\$12,000	\$7,500
6 Possible Road Groom Operation				\$1,400	\$1,400	\$1,400
7 Possible Road Groom Maintenance				\$500	\$500	\$500
8 Possible Road Groom Contract						
9 BHRA Road Expense Subtotal	\$28,311	\$34,296	\$37,500	\$33,150	\$29,900	\$23,150
10 Possible Road Groom Cap Expense				\$15,000	\$15,000	\$15,000
11 Expense Subtotal	\$35,784	\$39,423	\$41,150	\$51,300	\$48,050	\$41,300
12 Dues & Late Fees	\$30,410	\$41,890	\$30,150	\$30,150	\$30,150	\$30,150
13 Interest	\$1	\$1	\$6	\$6	\$6	\$6
14 Other Income	\$2,191	\$112	\$100	\$100	\$100	\$100
15 Road Base Homeowner Reimburse	\$3,950	\$3,004	\$0	\$0	\$0	\$0
16 Possible Road Groom Assessment				\$10,050	\$6,700	\$0
17 Income Subtotal	\$36,552	\$45,007	\$30,256	\$40,306	\$36,956	\$30,256
18 Cash Flow Balance	\$767	\$5,585	(\$10,894)	(\$10,894)	(\$11,094)	(\$11,044)

2022: Homeowner 6 loads (+BHRA 29 loads = 35 loads total)  
 2022: Single grading ~\$3K; with 35 loads road base ~\$9K  
 2023 Approved=40 loads;  
 #1=29 loads; #2=24 loads; #3=15 loads  
 Possible \$50/hrx4hrs/day=\$200/day, 7/year=\$1,400  
 Possible maintenance of Road Groom  
 2022: 35 15-T loads of delivered road base \$17.3K, ~\$500/load  
 #1-3 Possible purchase of Road Groom\*\*  
**Budgeted Dues Income...**  
 ...assumes all 67 properties (62 of 62 owners) pay \$450 annual dues and includes undesignated donations.  
**Special capital assessment/property #1=\$150, #2=\$100, #3=\$0**  
 \*\*In 2024 and beyond, re-establishing/maintaining 2022 level grading/materials after Road Groom purchase requires dues increase of \$30/property

**ASSET SUMMARY**

A	B	C	D	E	F	G
Category	2021 Actual Ending Balance	2022 Actual Ending Balance	2023 Budgeted Ending Balance	2023 RG Purchase #1 Budget Balance	2023 RG Purchase #2 Budget Balance	2023 RG Purchase #3 Budget Balance
19 Checking Balance	\$5,978	\$11,561	\$667	\$567	\$467	\$517
20 Savings Balance	\$5,007	\$5,008	\$5,014	\$5,014	\$5,014	\$5,014
21 Total Assets	\$10,984	\$16,569	\$5,681	\$5,581	\$5,481	\$5,531

**Budgeted Checking Ending Balance...**  
 ...for 2023 is the 2022 actual ending balance plus the net budgeted 2023 cash flow balance. The target of >\$500 allows for minimum bank balance.

**THE FOLLOWING TWO RENTAL OPTIONS ARE NOT PART OF THE REEG PROPOSAL. THEY ARE POSSIBLE OPPORTUNITIES THAT THE BOARD MAY CHOOSE TO IMPLEMENT; NEITHER REQUIRES ASSOCIATION APPROVAL.**

If the Association votes NOT to purchase the Road Groom, a BHRA resident may purchase it privately and offer it for hire. Another BHRA resident already owns a box grader that is available for hire.

**HIRE THE OWNER OF A 8.5' PULL-BEHIND ROAD GROOM (www.roadgroom.com) OR 10' PULL-BEHIND BOX GRADER TO SMOOTH THE ROAD IN OPTIMAL WEATHER BETWEEN 3 REGULAR PROFESSIONAL MOTOR-GRADINGS (Budget Option #4)**

1. Approval: The BHRA Board is authorized to enter into reasonable contracts (Bylaws, Article II, Section 6). Association approval is not required.
2. Initial Financing & Ongoing Costs:
  - A. All expenditures would come out of the regular annual budget.
  - B. Possible cost of use for 7 monthly 8-hr smoothings/yr:
    - **Road Groom:** \$6,720/yr – Approximately \$120/hr inclusive of implement, pull vehicle, operator, fuel and all incidentals (subject to inflation). A commitment to a multiple-year contract between BHRA and the equipment owner would be required.
    - **Box Grader:** \$3,920/yr – Approximately \$70 per hour inclusive of implement, pull vehicle, operator, fuel and all incidentals (subject to inflation).
  - C. Maintenance and storage of the Road Groom/box grader and the towing vehicle(s) would be the responsibility of the owner of the Road Groom/box grader and vehicle(s) respectively.

- D. The owner of the Road Groom/box grader would be responsible for arranging, and paying if necessary, the authorized operator(s) (see 4I below) of the equipment for each smoothing.
- E. Maintaining 2022 professional road upkeep in 2023 and beyond would require:
  - Road Groom – \$100/property increase in road dues to cover ongoing contractual costs (\$6,700).
  - Box Grader -- \$60/property increase in road dues to cover ongoing contractual costs (\$3,920).
3. Insurance:
  - F. Liability and damage insurance for the Road Groom/box grader would be the responsibility of the owner.
  - G. The operator of the towing vehicle would provide annual proof of adequate insurance (\$500K) on the towing vehicle AND sign an updated “Hold Harmless” agreement (see 4I below).
4. Board Responsibilities:
  - H. The BHRA Vice President would be responsible for authorizing each use (Bylaws, Article II, Section 6d) of the Road Groom/box grader, subject to 4I below; and maintaining accurate records of each use of Road Groom/box grader (date/time, operator, areas groomed, weather conditions, any issues, etc).
  - I. The owner of the Road Groom/box grader and the BHRA Board would jointly approve a list of authorized operators who:
    - Have specific experience or been specifically trained to use the Road Groom/box grader equipment; and
    - Annually provide proof of adequate insurance (\$500K) on the towing vehicle AND sign an updated “Hold Harmless” agreement (draft attached).

**EXPENSE/INCOME SUMMARY**

**NOTES**

	A	B	C	D	H
Category	2021 Actual	2022 Actual	2023 Approved Budget	2023 RG Hire #4 Budget	
1 Non-Road Expenses	\$3,524	\$2,126	\$3,650	\$3,150	
2 Road Base Homeowner	\$3,950	\$3,000	\$0	\$0	
3 Road Culverts & Ditchwork	\$1,372	\$1,705	\$1,500	\$1,250	
4 Road Grader Operator	\$14,006	\$18,243	\$16,000	\$15,500	
5 Road Base	\$12,933	\$14,349	\$20,000	\$14,500	
6 Possible Road Groom Operation					
7 Possible Road Groom Maintenance					
8 Possible Road Groom Contract				\$6,720	
9 BHRA Road Expense Subtotal	\$28,311	\$34,296	\$37,500	\$37,970	
10 Possible Road Groom Cap Expense					
11 Expense Subtotal	\$35,784	\$39,423	\$41,150	\$41,120	
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13 Interest	\$1	\$1	\$6	\$6	
14 Other Income	\$2,191	\$112	\$100	\$100	
15 Road Base Homeowner Reimburse	\$3,950	\$3,004	\$0	\$0	
16 Possible Road Groom Assessment					
17 Income Subtotal	\$36,552	\$45,007	\$30,256	\$30,256	
18 Cash Flow Balance	\$767	\$5,585	(\$10,894)	(\$10,864)	

2022: Homeowner 6 loads (+BHRA 29 loads = 35 loads total)  
2022: Single grading ~\$3K; with 35 loads road base ~\$9K

2023 Approved=40 loads; #4=29 loads

#4 Possible owner contract (3-years) for Road Groom operation \*  
2022: 35 15-T loads of delivered road base \$17.3K, ~\$500/load

Budgeted Dues Income...  
...assumes all 67 properties (62 of 62 owners) pay \$450 annual dues and includes undesignated donations.

\*In 2024 and beyond, maintaining 2022 level grading/materials with Road Groom hire requires dues increase of \$100/property

**ASSET SUMMARY**

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19 Checking Balance	\$5,978	\$11,561	\$667	\$697	
20 Savings Balance	\$5,007	\$5,008	\$5,014	\$5,014	
21 Total Assets	\$10,984	\$16,569	\$5,681	\$5,711	

Budgeted Checking Ending Balance...  
...for 2023 is the 2022 actual ending balance plus the net budgeted 2023 cash flow balance. The target of >\$500 allows for minimum bank balance.

### Buckskin Heights Road Association HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (the "Agreement") is made as of [redacted] (the "Effective Date") by and between Buckskin Heights Road Association (the "Indemnitee"), located at PO Box 352, Masonville, Colorado 80541, and John/Mary Doe (the "Indemnifier"), located at ## XXXXXX Rd, Loveland, Colorado 80538. The Indemnitee and Indemnifier may be referred to individually as the "Party", or collectively, the "Parties".

#### RECITALS

WHEREAS, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the indemnitee's participation in the activity defined in Section 1.7; and

WHEREAS, Indemnitee desires indemnity against all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the Indemnitee's participation in the activity defined in section 1.07.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### SECTION 1: DEFINITIONS AND INTERPRETATIONS

- 1.1 Words in the singular shall include the plural and vice versa.
- 1.2 A reference to one gender shall include a reference to the other genders.
- 1.3 A reference to writing or written includes e-mail.
- 1.4 Any obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 References to sections or clauses are to the sections or clauses of this Agreement.

1.7 "Activity" shall mean: Grading, smoothing, excavating or other work done to improve the surface and/or drainage of private roads managed by the Buckskin Heights Road Association (BHRA, Indemnitee) using equipment rented for that purpose by BHRA or owned by the Indemnifier.

#### SECTION 2: INDEMNIFICATION

2.1 Indemnification. To the fullest extent permitted by applicable law, the Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of Indemnitee's participation in the Activity, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in section 2.02.

2.2 Exceptions. Indemnifier shall not hold harmless and indemnify Indemnitee under the following circumstances:

- (1) against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agents, employees or contractors.
  - (2) in a civil action, where the Indemnitee did not act in good faith and in a reasonable manner; and
  - (3) where the actions or conduct of the Indemnitee constituted willful misconduct or the Indemnitee was knowingly fraudulent or deliberately dishonest.
- 2.3 Settlement and Consent. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier or will not be liable for any amounts paid in settlement of any claim or action where written consent was not obtained.
- 2.4 Cooperation. Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

#### SECTION 3: MISCELLANEOUS

3.1 Representation on Authority of Parties/Signatories. Each Party signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal

agreement binding on such Party and enforceable in accordance with its terms.

3.2 Amendment. This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

3.3 Waiver. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition.

3.4 No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

3.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements.

3.6 Severability. The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

3.7 Governing Laws. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of [redacted]

3.8 THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all Parties agree to all of the aforementioned terms, conditions and policies.

XXXXX, President

Buckskin Heights Road Association

John/Mary Doe

Date Signed

Date Signed

Colorado, without giving effect to any form of conflict of law provisions thereof. The Federal and State laws located in Colorado shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

3.7 Effect of Title and Headings. The title of the Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

3.8 Attorney's Fees. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

3.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

3.10 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3.11 Counterparts. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.