

**BYLAWS
OF THE
VALLEY VIEW VILLAGE
CONDOMINIUM ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION**

**ARTICLE I
INTRODUCTION AND PURPOSE**

Section 1.1 Introduction. These are the Bylaws of Valley View Village Condominium Association, Inc., a Colorado nonprofit corporation (the "Association"), which Association shall operate under the Colorado nonprofit Corporation Act (the "Corporation Act"), as amended, and the Colorado Common Interest Ownership Act, as amended ("Act").

Section 1.2 Purposes. The purposes for which the Association was formed are to preserve and enhance the value of the properties of Association Members (as that term is defined below) and to govern the Common Elements and affairs of "The Valley View Village Condominium", a Colorado Condominium Common Interest Community situated in the County of Garfield, State of Colorado (the "Community"), as the Community was created pursuant to the Declaration. Terms which are defined in the Declaration shall have the same meaning herein, unless defined otherwise in these Bylaws.

Section 1.3 Persons Subject to Bylaws. All present or future Owners, tenants, future tenants, guests or any person that might use or occupy, in any matter, the facilities within the Community, are subject to the terms and provisions of these Bylaws, and the other governing documents of the Community. The mere acquisition, rental or use of a Unit will signify that the Documents of the Community are acceptable, ratified and will be complied with.

**ARTICLE II
BOARD**

Section 2.1 Number and Qualification.

a. The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which, until the termination of the period of Declarant control, shall consist of three persons. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of these Bylaws. At any meeting at which Directors are to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws, Corporation Act or for conducting the elections.

- b. The terms of at least one-third of the Directors shall expire annually.
- c. The Declaration shall govern appointment of Directors of the Executive Board during the period of Declarant control.
- d. The Executive Board shall elect the officers. The Directors and officers shall take office upon election.

Section 2.2 Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive 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 the Community, including the following powers and duties:

- a. Adopt and amend Bylaws and Rules and Regulations;
- b. Adopt and amend budgets for revenues, expenditures and reserves;
- c. Collect assessments for Common Expenses from Unit Owners;
- d. Hire and discharge managing agents of either the Association and/or on behalf of individual unit owners;
- e. Hire and discharge employees, independent contractors and agents other than managing agents of either the Association and/or on behalf of individual Unit Owners;
- f. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the 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;
- g. Make contracts and incur liabilities, both on behalf of the Association and any individual Unit Owners engaging the Association for such purposes;
- h. Regulate the use, maintenance, repair, replacement and modification of Community Common Elements;
- i. Cause additional improvements to be made as a part of the Community Common Elements;
- j. Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property; provided that Community Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;

k. 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 Community Common Elements;

l. Impose and receive a payment, fee or charge for services provided to Unit Owners and for the use, rental or operation of the Community Common Elements, other than Limited Common Elements described in Subsections 202(1)(b) and (d) of the Act;

m. Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy reasonable fines for violation of the Declaration, these Bylaws, and/or the Rules and Regulations of the Association;

n. Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid assessments;

o. Provide for the indemnification of the Association's officers and the Executive Board and maintain Directors' and officers' liability insurance;

p. Exercise any other powers conferred by the Declaration or these Bylaws;

q. Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

r. Exercise any other power necessary and proper for the governance and operation of the Association; and

s. By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within 15 days after publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 2.3 Association Manager. The Executive Board may employ a manager for the Community, at a compensation established by the Executive Board, to perform duties and services authorized by the Executive Board. The Executive Board may delegate to this manager only the powers granted to the Executive Board by these Bylaws under Section 2.2, Subdivisions (c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board and to fulfill the requirements of the budget. Regardless of any delegation to a manager or managing agent, the Directors of the Executive Board shall not be relieved of responsibilities under the Declaration, the Articles of Incorporation, these Bylaws or Colorado law.

Section 2.4 Individual Unit Owners' Manager. The Executive Board may also employ a manager or managers for such individual Unit Owners as shall designate the Association as their agent for purposes of engaging management of their Unit(s). In this capacity as the Unit Owner(s) agent, the Executive Board may employ such manager or managers to perform such services and duties and at a compensation established by the Executive Board with the consent of the Unit Owner.

Section 2.5 Removal of Directors. The Unit Owners, by a vote of at least two thirds of the votes at any meeting of the Unit Owners at which a quorum is present, may remove a Director, other than a Director appointed by Declarant pursuant to the Act, with or without cause.

Section 2.6 Vacancies. Vacancies in the Executive Board, caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at that meeting may constitute less than a quorum. These appointments shall be subject to the reserved rights of Declarant to appoint Directors, unless those rights have expired, in which event, appointments shall be made by a majority of the remaining elected Directors constituting the Executive Board. Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.7 Regular Meetings. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within 10 days after the annual meeting at a time and place to be set by the Unit Owners at the meeting at which the Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the Directors are present. The Executive Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

Section 2.8 Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.9 Location of Meetings. All meetings of the Executive Board shall be held within Colorado, unless all Directors consent in writing to another location.

Section 2.10 Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive 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 such meeting.

Section 2.11 Quorum of Directors. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business. At a meeting at which a

quorum is present, the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.12 Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file these consents with the minutes of the meeting of the Executive Board.

Section 2.13 Telephone Communication in Lieu of Attendance. A Director may attend a meeting of the Executive 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 Executive Board. The Director's vote shall be counted and the presence noted as if that Director were present in person on that particular matter.

ARTICLE III UNIT OWNERS AND MEMBERSHIP

Section 3.1 Membership. Ownership of a Unit is required in order to qualify for membership in this Association. Membership is more fully addressed in the Articles of Incorporation and the Declaration.

Section 3.2 Annual Meeting. Annual meetings of Unit Owners shall be held during each of the Association's fiscal years, at such time of the year and date as determined by the Executive Board and set forth in the notice. At these meetings, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of these Bylaws, the Declaration and the Articles of Incorporation. The Unit Owners may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not work a forfeiture or dissolution of the Association.

Section 3.3 Budget Meeting. Meetings of the Unit Owners to consider proposed budgets shall be called in accordance with the Act. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.4 Special Meetings. Special meetings of the Association may be called by the President, by a majority of the Executive Board or by Unit Owners comprising 20% of the votes in the Association.

Section 3.5 Place of Meetings. Meetings of the Unit Owners shall be held anywhere (i) in the Community, (ii) the Town of Battlement Mesa, or (iii) the County of Garfield, Colorado, and may be adjourned to a suitable place convenient to the Unit Owners, as may be designated by the Executive Board or the President.

Section 3.6 Notice of Meetings. The Secretary or other officer specified in the Bylaws shall cause notice of meetings of the Unit Owners to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner, not less than 10 nor more than 50 days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

Section 3.7 Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

Section 3.8 Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.9 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- a. Roll call (or check-in procedure);
- b. Proof of notice of meeting;
- c. Reading of minutes of preceding meeting;
- d. Reports;
- e. Establish number and term of Directors on the Executive Board (if required and noticed);
- f. Election of inspectors of election (when required);
- g. Election of Directors on the Executive Board (when required);
- h. Ratification of budget (if required and noticed);
- i. Unfinished business; and
- j. New business.

Section 3.10 Voting.

a. If only one of several Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated to the Unit. If more than one of the Owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of majority in interest of the Owners. There is majority agreement if any one of the Owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another Owner of the Unit.

b. Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Associations. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

c. 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. 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. The moderator 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.

d. Votes allocated to a Unit owned by the Association may not be cast.

Section 3.11 Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy at any meeting of Unit Owners, but no less than 50% of the Unit Owners, shall constitute a quorum at that meeting.

Section 3.12 Majority Vote. The Vote of a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws, the Articles of Incorporation or by law.

Section 3.13 Unit Owner Addresses for Notices. Unless a Unit Owner shall have notified the Association by registered or certified mail of a different address, any notice required to be given, or otherwise given by the Association under these Bylaws to any Unit Owner or any other written instrument to be given to any Unit Owner, may be mailed to such Unit Owner in a postage prepaid envelope and mailed by first class, registered or certified mail to the address of the Unit shown upon the Association's records as being owned by such Unit Owner. If more than one Unit Owner owns a particular Unit, then any notice or other written instrument may be addressed to all of such Owners

Owner;

- b. An account for each Unit Owner showing any other fees payable by the Unit
- c. A record of capital expenditures approved by the Executive Board.
- d. A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;
- e. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- f. The current operating budget adopted pursuant to Section 315(1) of the Act and ratified pursuant to the procedures of Section 303(4) of the Act;
- g. A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- h. A record of insurance coverage provided for the benefit of Unit Owners and the Association;
- i. A record of any alterations or improvements to Units or Limited Common Elements which violate any provisions of the Declarations of which the Executive Board has knowledge;
- j. A record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Executive Board has knowledge;
- k. A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- l. Balance sheets and other records required by Colorado corporation law;
- m. Tax returns for state and federal income taxation;
- n. Minutes of proceedings of Unit Owners, Directors, committees of Directors and waivers of notice; and
- o. A copy of the most current versions of the Declaration, Articles of Incorporation, Bylaws, Rules, and resolutions of the Executive Board, along with their exhibits and schedules.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Notices. All notices to the Association or the Executive Board shall be delivered to the office of the Manager, or, if there is no Manager, to the office of the Association, or to such other address as the Executive Board may designate by written notice to all Unit Owners and to all holders of security interests in the Units who have notified the Association that they hold a security interest in a Unit. Except as otherwise provided, all notices to any Unit Owners shall be sent to the Unit Owner's address as it appears in the records of the Association. All notices to holders of security interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them in writing to the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

Section 8.2 Fiscal Year. The Executive Board shall establish the fiscal year of the Association.

Section 8.3 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.

Section 8.4 Office. The principal office of the Association shall be at such place as the Executive Board may from time to time designate.

Section 8.5 Working Capital. A working capital fund is established pursuant to the Declaration. Any amounts paid into this fund shall not be considered as advance payment of assessments. Each Unit's share of the working capital fund may be collected and then contributed to the Association by the Declarant at the time the sale of the Unit is closed or at the termination of Declarant control. Until paid to the Association, the contribution to the working capital shall be considered an unpaid Common Expense Assessment.

Section 8.6 Reserves. As a part of the adoption of the regular budget the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon age, remaining life and quantity and replacement cost of major Community Common Element improvements.

Section 8.7 Arbitration. Any controversy arising under, out of, in connection with, or relating to these Bylaws, any amendment thereto, and the Association, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association. Any award rendered therein shall be final and binding on each and all of the parties thereto and their

personal representatives, and judgment may be entered thereon in any court of competent jurisdiction.

**ARTICLE IX
AMENDMENTS TO BYLAWS**

Section 9.1 Vote of Executive Board. The Bylaws may be amended only by vote of two-thirds of the Directors of the Executive Board, following notice and opportunity to comment to all Unit Owners, at any meeting duly called for such purpose.

Section 9.2 Restrictions on Amendments. No amendment of the Bylaws of this Declaration shall be adopted which would affect or impair the validity or priority of any security interest covering any Unit or which would materially change the provisions of the Bylaws with respect to a first lien security interest or the interest of any mortgagees or liens of record.

ATTEST: Certified to be the Bylaws adopted by consent of the Directors of the Association dated this 28 day of April 2004.



Signature

VALLEY VIEW VILLAGE MASTER ASSOCIATION
VALLEY VIEW VILLAGE TOWNHOME ASSOCIATION
VALLEY VIEW VILLAGE CONDO ASSOCIATION

1512 Grand Ave., Suite 109
Glenwood Springs, CO 81601
(970) 945-7266

Annual Homeowner's Meeting
Wednesday, October 5, 2005
6:00 p.m.

The Valley View Village Master Association, the Valley View Village Townhome Association, and the Valley View Village Condo Association annual meeting was held on site at 0017 Angelica Circle, Battlement Mesa, CO 81635.

Present: - Master Assoc.

Bobby Hays	Carol Abbott
Darin Carei	Darrell/Vickie Robison
Carol Morrow-proxy	Terri Knob, Crystal Prop.

Present: - Townhome Assoc.

Bobby Hays	Carol Morrow-proxy
Darin Carei	Carol Abbott
Terri Knob CPM	

Present: - Condo Assoc.

Darin Carei	Terri Knob, Crystal Prop.
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1. Treasurer's Report:

Terri answered questions regarding the financials on all three HOA's.

2. 2006 Budgets:

The Budgets for all three HOA's were discussed. There was concern regarding the payment breakdown for the sprinkler system (water bills) for the common areas. Bobby Hays, Carol Abbott and Darin Carei agreed to meet and work out a fair split between all three entities. When an agreed plan is implemented, a new 2006 Budget for all three entities will be mailed out to all owners.

Regarding the Townhome Budget, Bobby moved that the fees be increased by \$5 per month per unit owner to be placed in a capital improvement savings account. This motion passed. The 2006 Budget for the townhomes will be adjusted accordingly.

All three budgets passed with the above corrections.

3. Election of Board: The following individuals will serve on the respective Boards.

Valley View Master Association -

- Darrell & Vickie Robison Darin Carei
- Terry Lawrence

Valley View Village Townhome Association

- Bobby Hays Carol Abbott
- Darin Carei

Valley View Village Condo Association

- Terry Lawrence Darin Carei

4. Other Concerns:

- a) Townhome Fences - Carol Abbott asked that the fences be replaced due to high winds knocking the fences over. Darin suggested this be discussed at a future townhome meeting.
- b) Weed Removal - Carol agreed to use weed killer in the gravel areas (reimbursed by the HOA's).
- c) Towing Vehicle - There is a vehicle parked by the unfinished condo complex. Terri was asked to post a towing tag on the vehicle and try to find the owner.
- d) Street Cleaning - Carol asked that the area around the dumpsters be cleaned. Darin agreed to have this done and a bill will be sent to the HOA.

With no further business, the meeting was adjourned.

Respectfully submitted,

Terri Knob

Valley View Village Condos
1512 Grand Ave, Suite 109
Glenwood Springs, CO 81601
970-945-7266

Proposed Budget for 2006

	<u>Yearly</u>
Income	
Homeowner dues at \$55/month (18 units)	\$11,880
Expense	
Management Fee (\$180/m)(\$10/unit)	\$2,160
Office Supplies/Postage/Copies	\$200
Secretary of State	\$10
Lawn Maintenance	
Mowing & Trimming	\$1,550
Sprinkler	
Start Up	\$150
Blow Out	\$150
Repairs	\$180
Alarm System (\$30/m)(2 Bldgs)	\$720
Snow Plowing	\$400
Snow Shoveling	\$800
Trash	\$450
Water	\$2,000
Electric	\$200
Insurance	
Directors & Officers	\$882
General Liability	\$1,646
Reserves/Capital	\$382
Total Expenses	\$11,880

NOT SPRINKLER SYSTEM

**Valley View Village Townhome
1512 Grand Ave, Suite 109
Glenwood Springs, CO 81601
970-975-7266**

Proposed Budget for 2006

	<u>Yearly</u>
Income	
Homeowner dues at \$60/month (50 units)	\$36,000
Expense	
Management Fee (\$500/m)(\$10/unit)	\$6,000
Office Supplies/Postage/Copies	\$200
Secretary of State	\$10
Lawn Maintenance	
Mowing & Trimming	\$8,875
Sprinkler	
Start Up	\$250
Blow Out	\$250
Repairs	\$320
Snow Plowing	\$500
Snow Shoveling	\$1,000
Trash	\$2,261
Water	\$6,000
Electric	\$331
Insurance	
Directors & Officers	\$882
General Liability	\$544
Reserves/Capital	\$8,577
Total Expenses	\$36,000

