

**BYLAWS**  
**OF**  
**GRAND VIEW ESTATES ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is Grand View Estates Association, Inc., hereinafter referred to as the "Association." Capitalized terms used herein and not otherwise defined shall have the meanings given those terms in the Declaration (as that term is defined below). The principal office of the Association shall be located in the County of Weld, State of Colorado, as designated from time to time by the Executive Board. Meetings of Members and directors may be held at such places within the State of Colorado, County of Weld, as may be designated by the Executive Board from time to time.

**ARTICLE II**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to the Grand View Estates Association, Inc., its successors and assigns.

Section 2. "Common Elements" shall mean all interests in real and personal property held by the Association for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to the Association, its successors and assigns.

Section 4. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Grand View Estates applicable to the Project and recorded in the Office of the Clerk and Recorder of Weld County, Colorado.

Section 5. "Executive Board" or "Board" shall mean and refer to the managing body of directors of the Association is discussed in more detail in Article IV below.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Project, with the exception of the Common Elements.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Project" shall mean and refer to that certain real property and other rights and interests described in more detail in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held on the first Monday of the month of June at the hour of 6:00 o' clock p.m. or such other time as is designated by the Executive Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If for

any reason the annual meeting is delayed or the election of directors does not take place at such annual meeting, the election of directors shall be held as soon thereafter as is convenient.

Section 2.     Special Meeting. Special meetings of the Members may be called at any time by the president or by the Executive Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3.     Record Date. The "Record Date" for the determination of Members entitled to vote at a meeting of Members shall be the date on which notice of such meeting is mailed.

Section 4.     Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mail or courier delivery, a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address appearing on the books of the Association as of the Record Date, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) of the meeting.

Section 5.     Quorum. The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the total votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at such postponed meeting the presence, in person or by proxy, of one-tenth (1/10) of the total votes of the membership shall constitute a quorum until a quorum shall be present or be represented.

Section 6.     Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall terminate eleven months from when given unless otherwise specified in the proxy, and shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot.

Section 7.     Action Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent in writing signed by all of the Members entitled to vote with respect to the subject matter thereof, provided that such consent shall set forth the action so taken and waive all notice requirements. Any action so approved shall have the same effect as though taken at a meeting of the Members.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1.     Number. The affairs of this Association shall be managed by a Board of no less than five (5) directors and no more than seven (7), who must be Members of the Association.

Section 2.     Term of Office. At each annual meeting the Members shall elect as close as possible to one-half of the directors for a term of two years.

Section 3.     Removal. Any director may be removed from the Board, with or without cause, by a majority vote of all of the Members of the Association. In the event of death, resignation or removal of a director, such director's successor shall be selected by the remaining directors of the Board (or, if there are no remaining directors, by the former directors whose terms have most recently expired) and shall serve for the unexpired term of such director's predecessor.

Section 4.     Compensation. Directors may receive compensation for any services such directors render to the Association in the form of a waiver of up to 50% of the Annual Assessment

to a maximum of \$500 per year. However, any director may also be reimbursed for actual expenses incurred in the performance of such director's duties.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1.     Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2.     Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1.     Regular Meetings. Regular meetings of the Board shall be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2.     Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3.     Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4.     General. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board, need be specified in a notice or waiver of notice of such meeting.

Section 5.     Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Elements, the Golf Course, Golf Course property, and any facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Levy reasonable fines for violations of the Association Documents;
- (c) suspend the voting rights and right to use the Golf Course, Golf Course property and any recreational facilities of a Member or other authorized user of the Golf Course during any period in which such Member or authorized user shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for infraction of published rules and regulations;
- (d) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (g) authorize any officer or officers, agent or agents, to enter into contracts or execute and deliver instruments in the name of and on behalf of the Association; and
- (h) open bank accounts in the name of the Association in which all funds of the Association shall be deposited. All checks, drafts, or other orders for the payment of money, notes,

or other evidences of indebtedness issued in the name of the Association shall be signed by only such officer or officers, agent or agents, of the Association as are specifically authorized from time to time by resolution of the Board. All checks must be signed by two directors.

Section 2.     Duties. It shall be the duty of the Board to:

- (a)     cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b)     supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c)     as more fully provided in the Declaration, to:
  - (1)     fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2)     send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3)     foreclose the lien against any Lot for which assessments are not paid within one hundred twenty (120) days after due date or to bring an action at law against the Owner personally obligated to pay the same, which date may be extended by the Board in its reasonable discretion.
- (d)     issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Elements and Golf Course and all improvements thereon to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term. The officers of this Association each shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The President and Secretary will be elected one year and on alternating years the Vice President, Treasurer and another director will be elected. If the Board contains more than five directors, the terms of all directors may be staggered at the Board's discretion.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5.     Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.     Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer such officer replaces.

Section 7.     Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.     Duties. The duties of the officers are as follows:

President:

(a)     The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign promissory notes along with another Director.

Vice-President:

(b)     The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the vice-president by the Board.

Secretary:

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer:

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks, keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures. Updated statements shall be presented to the membership at its regular annual meeting, and provide a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall elect an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose. All such committees shall serve at the pleasure of the Board.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal offices of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the project against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and a half (1½) percent per month of any part thereof, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the project, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:  
Grand View Estates Association, Inc.

ARTICLE XIII  
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV  
INDEMNIFICATION

The officers, directors and employees of the Association shall be indemnified by the Association to the fullest extent permitted by the laws of Colorado, as they exist or may hereafter be amended, including circumstances in which indemnification is otherwise discretionary under Colorado law, in accordance with and subject to the limitations contained in these Bylaws of the Association from time to time in effect. Other agents of the Association may be indemnified by the Association as provided in these Bylaws of the Association from time to time in effect. The Association may, in its sole discretion, purchase and maintain insurance, in such amounts as the Board may deem appropriate, insuring the Association against loss resulting from indemnification.

and insuring its directors, officers, employees and agents against loss, including costs and expenses, in connection with a claim asserted against them in such capacity or arising out of their status as such, whether or not the Association would have the authority to indemnify them against such liability.

#### ARTICLE XV

#### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.