

AMENDED BYLAWS

OF

LITTLE VALLEY OWNERS ASSOCIATION

ARTICLE I.

NAME AND LOCATION

The name of the corporation is Little Valley Owners Association, hereinafter referred to as the “Association.” The principal office of the corporation shall be located at 5000 Little Valley Road, Estes Park, Colorado 80517, but meetings of Members and Directors may be held at such places within the State of Colorado as may from time to time be designated by the Board of Directors. The principal office of the corporation may be changed from time to time by action of the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. “Covenants” shall mean and refer to those certain protective Covenants of Little Valley Owners Association, recorded in the office of the Clerk and Recorder of the County of Larimer, State of Colorado, as the same may be amended from time to time.

Section 2. “Association” shall mean and refer to Little Valley Owners Association, its successors and assigns. The Association shall act by and through its Board of Directors and Officers.

Section 3. “Properties” shall mean and refer to that certain real property described in the Declaration of Restrictive Covenants for the Little Valley Subdivision, First Filing and Little Valley Subdivision, Second Filing, and such additions thereto as may hereafter be properly brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean and refer to all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. “Lot” shall mean and refer to any separate lettered or numbered lot or plot of land shown upon any recorded subdivision map of the Properties or any portion thereof, as the same may be amended from time to time, with the exception of the Common

Area and any public streets or private roads, but together with all appurtenances and improvements now and hereafter thereon.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of Little Valley Owners Association, filed with the Secretary of the State of Colorado, as the same may be amended from time to time.

Section 8. “Member” shall mean and refer to each Owner of a Lot or Lots subject to assessment under the Covenants; membership in the Association shall be appurtenant to, and may not be separated from ownership of a Lot or Lots.

Section 9. “Member in good standing” shall mean and refer to each Member who has paid all assessments.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held the 1st or 2nd weekend in July of each year as determined by the Board of Directors and at such time and location as the Board of Directors of the Association shall designate. The annual meeting shall be held for the purpose of electing Directors, presenting committee reports and transacting any and all business as may be specified in the notice of annual meeting or which may properly be brought before the Membership.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon the written request of one-fourth (1/4) of all Members with voting rights as provided for herein.

Section 3. 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 mailing a copy of such notice, first class postage prepaid, at least 30 days before such meeting to each Member entitled to vote thereat, addressed to the Member’s address last appearing on the books of the Association, or

supplied by such Member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of ten (10) Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Unless otherwise specifically provided by the Articles of Incorporation, these Bylaws, or by statute, all matters coming before a meeting of Members at which a proper quorum is in attendance shall be decided by the vote of a majority of the votes validly cast at such meeting.

Section 5. Voting. Only Members in good standing are entitled to vote on issues requiring a vote of the membership. Voting shall be by hand, ballot or proxy. Each Member owning multiple lots shall be entitled to one (1) vote. If there is more than one Owner of a Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as the Owners holding such interest shall determine between themselves. No one Member may hold for purpose of voting more than twenty percent (20%) of the total proxy votes in attendance at any meeting.

Section 6. Proxies. At all meetings of Members, each Member in good standing may vote in person or by proxy subject to such limitations as may be imposed by these Bylaws. All proxies must be in writing, be revocable, be meeting and issue specific, and be filed with the Association Secretary. Proxies may not be used to establish a quorum.

Section 7. Meeting Procedures. Every meeting of Members shall be governed by Robert's Rules of Order.

ARTICLE IV.
BOARD OF DIRECTORS – SELECTION – TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of five (5) Directors. Directors shall be Members in good standing.

Section 2. Term of Office. At the annual meeting of the Association, the Members shall elect the same number of Directors as there are Directors whose terms are expiring at the time of each election for terms of two (2) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of Members present at a Members' meeting where a quorum is present. In the event of death, resignation or removal of a Director, his/her successor shall be selected by a majority of the remaining Member (s) of the Board, whether or not such remaining Member(s) constitute a quorum, and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service performed as a Director of the Association. However, any Director may be reimbursed for his/her reasonable expenses incurred in the performance of his/her duties.

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 or verbal approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Any action taken without a meeting in accordance with this provision must be documented in the minutes of the next regular meeting of the Board of Directors. The membership shall be notified of decisions made by the Board of Directors taken without a meeting in the next newsletter prepared.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Election. Election to the Board of Directors shall be by hand vote or secret written ballot at the discretion of the Board of Directors of the Association. At such election the Members or their proxies as permitted by these Bylaws may cast, in respect to each vacancy, one vote. The person(s) receiving the largest number of votes shall be elected. Cumulative voting permitting combining a Member's votes for all vacant positions into one position is not permitted.

ARTICLE VI.
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be open to all Members and shall be held at the discretion of the Board of Directors of the Association, but the Board of Directors shall meet at least quarterly, at such place and hour as may be fixed from time to time by the Board.

4

Section 2. Special Meetings. Special meetings of the Board of Directors 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 number of 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. Meeting Procedures. Every meeting of Directors shall be governed by Roberts' Rules of Order.

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt, publish, amend and repeal rules and regulations governing the use of the Common Area and the facilities thereon and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the right of a Member to use Association facilities, if any, during any period in which such Member 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 60 days, for infraction of published rules and regulations other than default in the payment of any assessment levied by the Association;

(c) enter into, make, perform or enforce contracts, licenses and agreements of every kind and description;

(d) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws or the Articles of Incorporation;

(e) employ an independent contractor or such other employees as they deem necessary, and prescribe their duties.

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

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

(b) supervise all Officers, agents, and employees of the Association, and see that their duties are properly performed;

(c) in accordance with other provisions of these Bylaws, give written notice to each Owner of the amount of the annual assessment against his/her Lot;

(d) record and foreclose liens against any Lot for which dues or assessments are not paid after the due date, or bring an action at law against the Owner(s) personally obligated to pay the same;

(e) procure and maintain insurance;

(f) cause the Association's roads and the landscaping on the Common Area and Lots, if any, to be maintained;

(g) cause the books of the Association to be reviewed by a Financial Review Committee when deemed necessary by the Board or membership;

(h) enforce the Association Covenants in the manner outlined in these Bylaws and enforce any and all other rules and regulations;

(i) manage the funds of the Association in an attempt to operate within the assessment cap in the annual budget.

ARTICLE VIII.
RIGHTS OF THE ASSOCIATION

This Association may exercise any and all rights or privileges given to it under the Articles of Incorporation or these Bylaws, or as may otherwise be given to it by law, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX.
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other Officers as the Board may from time to time by resolution create. All voting and non-voting Officers shall be Members in good standing.

Section 2. Election of Officers. The election of Officers shall take place following the annual meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the Officer shall sooner resign, or shall be removed, or shall otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other non-voting 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. These positions may include but are not limited to Recording Secretary, Assistant Treasurer, Corresponding Secretary, Historian, and Parliamentarian.

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 by 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 late time specified therein, and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancy. A vacancy in any office may be filled by appointment by the Board. The Member appointed to fill such vacancy shall serve for the remainder of the term of the Officer replaced.

Section 7. Multiple Offices. The offices 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

The President shall preside at all meetings of the Board of Directors and Members; shall have familiarity with Robert's Rules of Order; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall be authorized to sign promissory notes as well as checks in the event the treasurer is unable to perform his/her duties.

Vice President

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, shall have familiarity with Robert's Rules of Order, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

Secretary

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

Treasurer

The Treasurer or a designated agent 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 of Directors; shall sign or authorize a designated agent to sign promissory notes and checks of the Association; shall keep proper books of account; shall cause an annual financial report of the Association books to be made by a Certified Public Accountant at the completion of each fiscal year or, at the option of the Board of Directors of the Association an annual review by a Financial Review Committee may be required; and shall prepare an annual budget to be present to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X.
COMMITTEES

The Board shall act as the Nominating Committee. In addition, the Board of Directors may appoint other committees as it deems appropriate in carrying out its purposes.

ARTICLE XI.
BOOKS AND RECORDS

The Association shall make available to Owners current copies of the Articles of Incorporation, these Bylaws, the rules and regulations, books, records and financial statement of the Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

ARTICLE XII.
ASSESSMENTS

Section 1. Annual Assessments. The annual assessment shall be set each year by the Board, but not in excess of Five Hundred Dollars (\$500.00). If the annual assessment cap of Five Hundred Dollars (\$500.00) is determined by the Board to be inadequate, the cap may be increased by a majority vote of the Members at the annual meeting. Members with multiple Lots are not required to pay an assessment for each additional Lot unless their additional Lots have buildings upon them. In that event the Member is required to pay one annual assessment for each Lot with a building for purposes of this provision. For purposes of this Section "Building" is defined to include Lots where a Member has broken ground on construction. The additional assessment for these additional Lots goes into effect for the next annual assessment after breaking ground. These assessments are

secured by a continuing lien upon the property against which the assessment is made. Any assessment or portion thereof which is not paid when due shall be delinquent. The Association's annual assessment is due and payable 30 days after receipt of the billing statement. Any assessment or portion thereof which is not paid within 30 days of receipt shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owners' Lot or Lots, if Owner has multiple Lots, and in the event a judgment is obtained, such judgment shall include interest on the assessments as above provided, a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for by non-use of the Common Area or abandonment of his Lot. The annual assessment may be increased by a minimum 2/3's majority vote of the Membership present at the annual meeting.

Section 2. Transfer Fee. A transfer fee of three hundred dollars (\$300.00) must be paid by the seller to the Little Valley Owners' Association.

Section 3. Covenants, Bylaws and Rules and Regulations are provided to members through our web site. It is the obligation of the seller to provide the buyer with all of these documents.

ARTICLE XIII. CORPORATE SEAL

The Association shall have a seal in a circular form and within its circumference the words: Little Valley Owners Association.

ARTICLE XIV. AMENDMENTS

Subject to other provisions in these Bylaws, these Bylaws may be amended, at a regular or special meeting of the Members, by a 50% + 1 (fifty percent plus one) vote of a quorum of Members present in person or by proxy.

ARTICLE XV. ENFORCEMENT OF COVENANTS

Section 1. In the event that the Association determines that a Member is in violation of the Covenants, the Board of Directors, Architectural Control Committee or its agent shall, provide written notification to the Member of the violation and provide the Member a minimum of thirty (30) days to correct the violation.

Section 2. If the Member fails to correct the violation, the Board may take any and all steps, including, but not limited to, legal action or suspension of a Member's privileges that it deems necessary to enforce the Covenants.

Section 3. If the Member fails to correct the violation and the Association incurs expenses or attorneys' fees in enforcing the Covenants, then the Member shall be responsible to pay all expenses and the attorneys' fees incurred by the Board of Directors in enforcing the Covenants.

Section 4. Any expenses or costs incurred by the Board of Directors shall be repaid by the Member within thirty (30) days of written notification to the Member of the expenses and/or attorney fees incurred by the Board of Directors.

Section 5. If the Member fails to pay said amounts within the thirty (30) day time period, then all such costs, expenses, and attorneys' fees shall be an automatic lien upon the Lot in question owned by the Member. The Board may, without the necessity of legal proceedings, file a Notice of Lien with the Larimer County Clerk and Recorder, and said notice shall act as a lien upon the Member's Lot.

Section 6. All Members are obligated to inform renters and guests of the rules, regulations and covenants of the Association and are responsible for all actions and violations of Members, renters and/or guests.

ARTICLE XVI. CONFLICTS OF PROVISIONS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

ARTICLE XVII. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in any

proceeding, by reason of the fact that such person is or was a Director or Officer of the Association or, is or was serving at the request of the Association as a Director, Officer, Partner, Venturer, Proprietor, Trustee, Employee, or Agent of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, other enterprise, or employee benefit plan, against reasonable expenses (including court costs and attorneys' fees), judgments, penalties, fines, and amounts paid in settlement by such person in connection with such proceeding if (a) such person conducted himself in good faith, (b) in cases in which such person was acting in his official capacity with the Association, such person reasonably believed his conduct to be in the best interests of the Association, or in all other cases, such person reasonably believed that his conduct was at least not opposed to the best interests of the Association, and (c) with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful. No person shall be entitled to indemnification under Section 1 of this Article in connection with any proceeding charging improper personal benefit to the Director or Officer, whether or not from an action taken in the person's official capacity, if such person is found liable on the basis that such person improperly received personal benefit, or in connection with a proceeding brought by or in the right of the Association in which the person is found liable to the Association. Indemnification under Section 1 in any action brought by or in the right of the Association shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not of itself be determinative that the person did not act in good faith or otherwise failed to meet the standard of conduct set forth in Section 1.

11

Section 1. Successful Defense on the Merits. To the extent that a Director or Officer of the Association has been wholly successful, on the merits or otherwise, in the defense of any proceeding in which he/she is a named defendant or respondent because he/she is or was a Director or Officer of the Association, such person shall be indemnified against reasonable expenses (including attorneys' fees) incurred by him/her in connection with any such proceeding.

Section 2. Determination of Right to Indemnification. Any indemnification under Section 1 of this Article XVII (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or Officer is permissible in the circumstances because such person has met

the applicable standard of conduct set forth in such Section 1. Such determination shall be made by the Board of Directors by a majority vote of a quorum of Directors who at the time of the vote are not, were not, and are not threatened to be made named defendants or respondents in the proceeding, or if such a quorum cannot be obtained, by a majority vote of a committee of the Board designated by a majority vote of the Board, which vote may include the vote of Directors who at the time of the vote are, were or are threatened to be made named defendants or respondents in the proceeding, which committee shall consist of two or more Directors who at the time of the vote are not, were not, and are not threatened to be made named defendants or respondents in the proceeding. If such a quorum cannot be obtained or such a committee cannot be established under the preceding sentence, or if such a quorum is obtained or such committee established, if such quorum or committee directs, such determination shall be made (a) by independent legal counsel selected by a majority vote of the Board of Directors or the committee in the manner specified in the preceding sentence, or, (b) if such a quorum of the full Board cannot be obtained and such a committee cannot be established, by independent legal counsel selected by a majority vote of the full Board of Directors. Authorization of indemnification and evaluation as to the reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that, if the determination that indemnification is permissible is made by independent legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected said counsel.

Section 3. Reports to Members. Any indemnification of or advance of expenses to a Director or Officer in accordance with this Article XVII, if arising out of a proceeding by or on behalf of the Association, shall be reported in writing to the Members, if any, with or before the notice of the next meeting of the Members.

Section 4. Definitions. For purposes of this Article XVII, the term “proceeding” shall mean any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding. The terms “Director” or “Officer” shall include a person who, while a Director or Officer of the Association, is or was serving at the request of the Association as a Director, Officer, employee, or agent. For purposes of this article XVII, a Director or Officer shall be considered to be serving an employee benefit plan at the request of the Association if his duties to the Association also impose duties on or otherwise involve services by him to the plan or to participants in or

beneficiaries of the plan. When used with respect to a Director, the phrase “official capacity” shall mean the office of Director in the Association, and, when used with respect to a person other than a Director, shall mean the office in the Association held by the Officer of the employment or agency relationship undertaken by the employee or agent on behalf of the Association, but in neither case shall include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, employee benefit plan, or other enterprise.

Section 5. Nonexclusivity of Article. Nothing in this Article XVII shall limit the Association’s power, to be exercised on a discretionary basis, to reimburse or pay expenses incurred by a Director or Officer in connection with this appearance as a witness in a proceeding at a time when has not been made a named defendant or respondent in the proceeding. The indemnification provided by this Article XVII shall not be deemed exclusive of any other rights and procedures to which one indemnified may be entitled under the Articles of Incorporation, Bylaws, agreement, vote of Members or disinterested Directors, or otherwise, both as to action in such person’s official capacity and any other capacity while holding such office, and shall continue as to a person who has ceased to be a Director or Officer, and shall inure to the benefit of such person’s heirs, executors, and administrators. Notwithstanding any provision of this Article XVII, if the statutes of the state of incorporation of this Association authorize or allow indemnification of a Director or Officer to a greater extent than is provided above in this Article XVII, the Association shall indemnify the Directors and Officers to the maximum extent provided in such statutes.

ARTICLE XVIII.
FISCAL YEAR

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.

IN WITNESS WHEREOF, we, being all of the Directors of Little Valley Owners Association, have hereunto set out hands this _____ Day of _____, 20__.

DIRECTORS:

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of said Association this _____ day of

_____.

[seal]

Secretary