

BYLAWS OF THE FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.

The following Bylaws correctly set forth the governing regulations of the Forest View Estates Property Owners Association, Inc. and were duly adopted pursuant to the Colorado Revised Non-Profit Corporation Act (C.R.S. § 7-121-101), and the history of which is duly described in the Declaration of Protective Covenants, as amended in 2016, and shall amend and supersede any prior Bylaws of said Corporation. The purpose of these Bylaws is to facilitate understanding of the Forest View Estates Property Owners Association, Inc. (hereinafter the "Association" or "FVEPOA") and the laws and regulations governing day-to-day operation and administration of the Association. The objective is to clearly state the laws, regulations, and procedures which guide the Association and to promote common benefits of the Association for individual property owners. Also, the following Bylaws establish those rules, regulations, and procedures which allow an orderly process whereby the quality of being a property owner in the Association will be enhanced while at the same time, maintaining and increasing the individual and collective value of property in the Association.

ARTICLE I NAME AND LOCATION

The name of the corporation is FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC. The Association shall maintain the mailing address of PO Box 1086, Palmer Lake, CO 80133. Meetings of property owners and the Board of Directors (hereinafter the "Board") and Officers may be held at such places within the County of El Paso as may be designated by the Board and Officers.

ARTICLE II DEFINITIONS

All terms which are defined in the Declaration of Protective Covenants of Forest View Estates recorded June 28, 1988, in Book 5524 at Page 873 and on June 14, 1991, in Book 5849 at Page 998 (hereinafter called the "Covenants" and incorporated herein by this reference) shall have the same meaning herein.

ARTICLE III MEETING OF PROPERTY OWNERS

Section 3.1 **Membership and Voting Rights** The requirements and conditions of membership and of voting rights shall be as provided in the Covenants. Each and every Property Owner is a member in the Association. Each lot shall have one (1) vote.

Section 3.2 **Annual Meetings** The annual meeting of the Property Owners shall be held within one hundred eighty (180) days after December 31 of each year at a place, date, and time, within El Paso County, as the Board of Directors and Officers may determine.

Section 3.3 Special Meetings Special meetings of the Property Owners may be called at any time by the President or by the Board of Directors, or upon written request of Property Owners to which at least ten percent (10%) of the votes in the Association are attached.

Section 3.4 Notice of Meetings Not less than ten (10) nor more than fifty (50) days in advance of any meeting, the Secretary shall cause notice of the meeting to be e-mailed to the Property Owners or sent prepaid by United States mail to the mailing address of each Property Owner or to any other mailing address designated in writing by the Property Owner. The notice will also be posted to the Association website: www.fvepoa.org. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Covenants or Bylaws, any budget changes, and any proposal to remove an Officer or member of the Board.

Section 3.5 Action Taken Without Meeting Notwithstanding any provision to the contrary, any action customarily required to be taken at any meeting of Property Owners may be taken without a meeting, prior notice, or a vote, if there is consent in writing, setting forth the action so taken and signed by a majority of the Property Owners.

Section 3.6 Quorum A quorum shall constitute thirty-three percent (33%) of the votes in the Association, which consists of either the presence of Property Owners at a meeting who are entitled to cast a vote or of proxies entitled to cast a vote for any transaction of business except as otherwise provided in the Articles of Incorporation, the Covenants, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Property Owners entitled to vote thereat shall have 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 be represented. The purpose for establishing this quorum requirement is to facilitate conduct of day to day Association business. Procedures to effect changes to documents such as the Association's Protective Covenants are outlined in those Covenants and remain unchanged.

Section 3.7 Properties With Multiple Owners If a property has multiple Owners and one or more are present at a meeting of the Association, only one Property Owner is entitled to cast the vote allocated to that property.

Section 3.8 Proxies The vote allocated to a property may be cast pursuant to a proxy duly executed by a Property Owner. Proxies may be in writing or via e-mail and they shall be produced for inspection at the meeting. A Property Owner may not revoke a proxy given pursuant to this section except by actual written notice of revocation to the person to whom the proxy was given and to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven (11) months after its date, unless it provides otherwise.

Section 3.9 Majority of Property Owners As used in these Bylaws, the term "majority of Property Owners" shall mean Property Owners in good standing consisting of at least fifty-one percent (51%) of the votes in the Association.

Section 3.10 Property Owners Required to Transact Business at a Meeting Unless otherwise provided herein, an affirmative vote of a majority of the quorum of Property Owners present, in person or by proxy and in good standing, shall be required to transact the business of the meeting and shall be valid and binding upon all Property Owners.

Section 3.11 Order of Business The order of business at all meetings of the Property Owners shall be as determined by the Board. In the event of conflict, Roberts Rules of Order shall take precedence.

ARTICLE IV **BOARD OF DIRECTORS AND OFFICERS**

Section 4.1 Number The business and affairs of the Association shall be managed by a Board of Directors and the Officers. The Board of Directors shall be comprised of an odd number of Property Owners to prevent a tie when the Board is voting on an issue. There shall be either three (3) or five (5) Directors. If necessary, the office of Secretary and Treasurer may be held by the same person. If so, there shall be three (3) Directors consisting of President, Vice President, and Secretary/Treasurer. Otherwise, there shall be five (5) Directors consisting of President, Vice President, Secretary, Treasurer, and Member at large. The Directors shall be Property Owners in good standing and who shall be elected at the annual meeting of the Association. The members of the Board of Directors shall appoint the Officers of the Board at the Board's first meeting after being elected. The Officers of the Association must be members of the Board of Directors.

Section 4.2 Term of Office The Property Owners shall elect the Directors for a term of one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4.3 Nomination Nomination for election to the Board of Directors will be made from the floor at the annual meeting.

Section 4.4 Election Election to the Board of Directors shall be by secret written ballot if there is more than one nominee. At such election, the Property Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5 Special Appointments The Board and Officers may appoint 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 4.6 Resignation Any Director or Officer may resign at any time by giving written notice of such resignation to the President or Secretary. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by such Officer. If a member of the Board and/or an Officer no longer owns property within the Association, he/she shall be considered removed from the Board as of the date of the sale, transfer of title, or other disposition of the real property. In the event of death or resignation of a Director, his/her

successor shall be selected by a majority of the remaining Directors and Officers and shall serve for the unexpired term of his/her predecessor.

Section 4.7 **Removal** Notwithstanding any provision of the Covenants to the contrary, the Property Owners, by a sixty-seven percent (67%) vote of all persons present and entitled to vote at any meeting of the Property Owners at which a quorum is present, may remove any member of the Board with or without cause. Additionally, any Board member may be removed from office with or without cause by the Board if a majority of the remaining members of the Board vote to remove the member. In the event of removal of a Director, his/her successor shall be elected by a majority of the members present at such meeting and shall serve for the unexpired term of his/her predecessor.

Section 4.8 **Compensation** No Director or Officer shall receive compensation for any service he/she may render to the Association. However, any Director or Officer may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE V

MEETINGS OF DIRECTORS AND OFFICERS

Section 5.1 **Regular Meetings** Regular meetings of the Board of Directors shall be held as needed at such times and places as shall be determined by the Directors. Meetings shall be held at least once per year and within thirty (30) days of the annual meeting of the Association. Meetings of the Board of Directors shall not be closed to the general membership of the Association. Additional meetings may be convened as the Board deems reasonable and appropriate.

Section 5.2 **Special Meetings** Special meetings of the Board may be called by the President of the Association, or by any two (2) or more Directors, upon three (3) days' notice to each Director, given personally or by mail, telephone, or email, and the notice shall state the time, place, and purpose of the meeting.

Section 5.3 **Action Taken Without a Directors' Meeting** The Directors shall have the right to take any action in the absence of a meeting, which they could take at a Directors' meeting by obtaining the written/e-mail approval of a majority of the Directors. Any action so approved shall have the same effect as if taken at a meeting of the Directors. Prior to taking such action, written notice/e-mail of the nature of the action to be voted on without meeting must be provided to all Directors. If any Director makes a written demand that such action not be taken without a meeting, a meeting must be held.

Section 5.4 **Quorum** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board, there is less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting, upon reconvening with a quorum present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.5 **Record Keeping of Minutes** The Board shall ensure that minutes are kept of all meetings, along with a record of any action taken by the board without a meeting, as permanent records.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS AND OFFICERS

Section 6.1 **Powers of the Board of Directors and Officers** The Board of Directors and Officers shall have power to:

- (a) Take necessary action to enforce the provisions of the Declaration of Protective Covenants as well as the Rules and Regulations for the Association.
- (b) Declare the office of a Director of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive meetings of the Board of Directors;
- (c) Exercise all powers, duties, and authority vested in the Board by law or statute.

Section 6.2 **Duties** It shall be the duty of the Board of Directors and Officers to:

- (a) Provide such supervision of all Officers, agents or employees of the Association as the Board and Officers deems reasonably necessary and appropriate;
- (b) Take the following actions in relation to the annual membership dues, construction application and processing fees, enforcement expenses, fines, or fees described in the Covenants:
 - (i) Collect annual dues, application and processing fees, and enforcement expenses;
 - (ii) Remedy for non-payment of annual dues, application and processing fees, and enforcement fees, fines, and expenses will be in accordance with the Covenants;
 - (iii) Annually determine the requirement and/or desirability of changing the amount of the annual membership dues against each property. If the determination indicates that a change in the amount is either required or desired, Section 10.2 of these Bylaws applies.;
- (c) Prepare and maintain an annual budget; and make expenditures necessary to conduct the business of the Association;
- (d) Upon written request, issue a letter or certificate of payment to a Property Owner, such Property Owner's designee, a holder of a security interest or its designee, or an

entity involved in a real estate transaction involving an Association property a written statement setting forth the amount of unpaid dues, fees, fines, and enforcement expenses currently levied against such Property Owner's property. The statement shall be furnished promptly after receipt of the request and is binding on the Association, the Board and its Officers, and every Property Owner.

(e) Procure and maintain liability and hazard insurance on the property owned by the Association, if any;

(f) Procure and maintain Directors and Officers liability insurance;

(g) Insure and keep insured all of the insurable property or facilities and procure and maintain all other insurance deemed advisable by the Board of Directors and Officers, including protective insurance for the Directors and Officers acting in such capacity;

(h) Fulfill all obligations of the Board and Officers under the Covenants and to make repairs, additions, alterations and improvements in a manner consistent with the Covenants;

(i) Establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable;

(j) Keep and maintain full and accurate books and records showing all the receipts, expenses, or disbursements and to permit examination thereof at any reasonable time by each of the Property Owners;

(k) To cause an annual accounting for Association funds and a financial statement to be prepared and presented to the Association by the Association Treasurer;

(l) Meet as often as the Board and Officers deems reasonable and appropriate.

Section 6.3 No Waiver of Rights The omission or failure of the Board, the Officers, the Architectural Control Committee (ACC), the Association, or any Property Owner to enforce the Covenants, conditions, restrictions, easements, uses, limitations, obligations, or other provisions of the Covenants, these Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the Board, the Officers, the ACC, the Association, or any Property Owner shall have the right to enforce the same thereafter.

Section 6.4 The duties of specific Officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, and other written instruments, and may sign checks and promissory notes.

(b) The Vice President shall act in the place and stead of the President in the event of his/her or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

(d) The Treasurer shall receive and deposit in appropriate governmentally-insured accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association; keep proper books of account; cause an annual accounting to be made as set forth above; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver a copy of each to the Property Owners.

(e) The President and the Secretary may prepare, execute, certify, and record amendments to the Covenants on behalf of the Association following their adoption as provided in the Covenants.

(f) The Officers of the Board may engage in contracting certain work to independent contractors on behalf of the members of the Association in furtherance of plans, and in accordance with budgets, approved at the Annual Meeting or any Special Meeting.

(g) If a check or expense exceeds the sum of five thousand dollars (\$5,000.00), two signatures of members of the Board shall be required, preferably the President and Treasurer.

ARTICLE VII

OFFICERS AND DIRECTORS AS AGENTS OF THE ASSOCIATION

Contracts or other commitments made by the Board of Directors or Officers shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment.

ARTICLE VIII

COMMITTEES

The Architectural Control Committee ("ACC") shall be comprised of three (3) or more members of the Association, who may also be members of the Association's Board of Directors and who shall be elected at the Association's annual meeting. In the event of any resignations, removals, or vacancies in the ACC, the remaining members shall appoint a successor for the

remainder of the term, but if there are no remaining members, the Board shall appoint such successor.

The Board of Directors and Officers may appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIX BOOKS AND RECORDS

The Association shall make available to Property Owners and Mortgagees current copies of the Covenants, Bylaws, the Rules and Regulations, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association shall provide an annual financial statement to any First Mortgagee making a written request for it at the expense of such First Mortgagee.

ARTICLE X COVENANT FOR DUES, FEES, FINES, AND ENFORCEMENT EXPENSES

Section 10.1 Creation of the Obligation for Dues, Fees, Enforcement Fines, and Expenses Each Property Owner, for each property owned within the Association, by acceptance of a deed therefor or interest therein, shall be deemed to covenant and agree to pay to the Association, all dues, fees, fines, and enforcement expenses and other sums which are described in the Covenants, these Bylaws, or in the adopted Rules and Regulations, and which shall be both a personal obligation of the Owner and a lien against his/her property as provided herein. Each Property Owner shall be jointly and severally liable to the Association for the payment of all dues, fees, fines, and enforcement expenses and other sums as provided in the Covenants attributable to them and/or their property.

Section 10.2 Annual Dues The annual dues shall be one hundred dollars (\$100.00) per year per lot owned. Revenues collected from dues shall be for the benefit of the Property Owners as prescribed by the Covenants. Any increase or decrease in the annual dues shall require the approval the majority of the Property Owners voting at a meeting of the Association at which a quorum is present. Written notification of approved changes shall be made to every property owner at least thirty (30) days in advance of the due date for payment of annual membership dues. In no case shall the amount of the annual dues exceed three hundred dollars (\$300.00).

Section 10.3 Effect of Nonpayment of Dues, Fees, Fines, and Enforcement Expenses - Remedies of the Association

(a) **General** Any dues, fees, fines, and enforcement expenses not paid within thirty (30) days shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Property Owner obligated to pay the same, and/or place a lien against such Property Owner's property, and/or may suspend the delinquent Property Owner's right to vote for any period during which any dues, fines, fees, and enforcement expenses against his/her property remains unpaid. In

the event a judgment is obtained, such judgment shall bear interest at the rate of ten percent (10%) plus attorney fees and costs of collection.

(b) Lien. Any unpaid dues, fees, fines, and enforcement expenses or other sums assessed against a Property Owner and/or his/her property, including without limitation, with interest thereon at the rate of ten percent (10%) per annum, and all other collection costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien, from and after the levy or assessment thereof, in favor of the Association. All payments on account shall be first applied to interest, the late charge, any costs or fees, and then to the assessment payment first due. The Board may enforce such lien by filing, with the Clerk and Recorder of the county in which the property is located, a statement of lien with respect to the property, setting forth the name of the Property Owner, the legal description of the property, the name of the Association and the amount of delinquent assessments then owing. Such a claim of lien shall also secure all assessments, charges, fees, fines, and sums which come due thereafter until the lien, together with all cost, attorney's fees, administrative charges, and interest have been fully paid or otherwise satisfied. Any recorded lien may be released by recording a Release of Lien executed by an Officer or authorized agent of the Association. In addition, the Association shall have the right to a statutory lien under C.R.S. 38-33.3-316.

ARTICLE XI **AMENDMENTS**

The power to alter, amend, or repeal the Bylaws or adopt new Bylaws shall be vested in the Property Owners by a majority vote.

ARTICLE XII **MISCELLANEOUS**

Unless the Board otherwise determines, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

The Directors and Officers shall have all exemptions and rights provided by law and statute, and the Association shall indemnify and hold them harmless from any and all claims, demands, liabilities, and expenses which are related to their official rights and duties, to the fullest extent provided by law and statute, except and excluding any sums covered or paid by insurance. The Association shall pay all legal expenses for the defenses of any and all claims, provided that the Board acted in good faith. The prevailing party in any dispute shall be entitled to reimbursement of its legal fees and costs.

The Board shall be vested with the authority to retain legal counsel as it deems necessary.

