

**BYLAWS
OF
LONGSVIEW HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I.
NAME AND LOCATION**

The name of the corporation is LONGSVIEW HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be 5300 DTC Parkway, Suite 340 Greenwood Village, CO 80111, 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 of the Association ("Board of Directors" or "Board").

**ARTICLE II.
PURPOSE**

The purpose for which the Association is formed is to govern the Units, exercise the rights, power and authority, and fulfill the duties of the Association, as provided in that certain Declaration of Covenants, Conditions and Restrictions for Longsview Townhomes and any amendments and supplements thereto, recorded or to be recorded in the office of the Clerk and Recorder of Weld County, Colorado ("Declaration") (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined), and those certain Articles of Incorporation of Longsview Homeowners Association, Inc., and any amendments thereto, now or hereafter filed in the office of the Secretary of State of the State of Colorado, as amended ("Articles of Incorporation"). All present and future Unit Owners, tenants, occupants, and any other Person who may use the Units, the Common Elements, or any portion thereof, or any facilities or appurtenances thereto or thereon, in any manner, shall be subject in all respects to the covenants, conditions, restrictions, reservations, easements, regulations, and all other terms and provisions set forth in the Declaration, Articles of Incorporation and these Bylaws. The mere acquisition, rental or occupancy of any Unit, or any portion thereof, shall signify that all terms and provisions of the Declaration, Articles of Incorporation and these Bylaws are accepted, ratified and shall be complied with.

**ARTICLE III.
MEETINGS OF MEMBERS**

A. Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year as the month in which the first annual meeting was held, unless otherwise specified by the Board of Directors, the specific date and time thereof to be designated by the Board of Directors from time to time. At each annual meeting, the Members shall elect directors to fill vacancies and conduct such other business as may properly come before the meeting.

B. 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 by Unit Owners having at least twenty percent (20%) of the votes of the Association.

C. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary of the Association or Person authorized to call the meeting. Not less than ten (10) nor more than fifty (50) days in advance of such meeting, the Person giving such notice, as aforesaid, shall cause notice of the meeting to be hand delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. 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 Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors.

D. Quorum

1. A quorum is deemed present throughout any meeting of the Association if Persons entitled to cast ten percent (10%) of the votes which may be cast for election of the Board of Directors are present, in person or by proxy, at the beginning of the meeting.

2. Unless otherwise specifically provided by the Declaration, 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, in person or by proxy, shall be decided by the vote of a majority of the votes validly cast at such meeting.

E. Proxies

1. If only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote attributable to that Unit. If more than one of the multiple Unit Owners are present, the vote attributable to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, unless the Declaration expressly provides otherwise. There is majority agreement if any one of the multiple Unit Owners casts the vote(s) attributable to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Unit Owners of the Unit.

2. The Vote attributable to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one Person, any Unit Owner of such Unit may register a protest to the casting of votes by any other Unit Owner of such Unit through a duly executed proxy; but each Unit shall only have the total number of vote(s) attributable to it, as provided in the Declaration. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation 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.

F. Security Interest Holders of First Security Interests. Each Security Interest Holder of a First Security Interest shall have the right to designate a representative to attend all meetings of Members.

ARTICLE IV.

BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a Board of Directors of three (3) directors (during the Period of Declarant control) or five (5) directors (after the Period of Declarant Control has ended). Directors shall be Members which, in the case of Declarant, may include any officer, director, employee or authorized agent of Declarant and, in the case of other corporate Members, may include the officers and directors of each such corporate Member.

2. Term of Office.

1. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that May Be Created to Unit Owners other than a Declarant or a Builder, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that May Be Created to Unit Owners other than a Declarant or a Builder, not less than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors must be elected by Unit Owners other than the Declarant.

2. Except as otherwise provided in these Bylaws, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and remove all officers and directors of the Board of Directors appointed by it. Not later than termination of the Period of Declarant Control, the Unit Owners shall elect an Board of Directors of at least five (5) members, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant. The Board of Directors members so elected shall take office upon election.

3. Any director of the Board of Directors who is elected by the Members prior to termination of the Period of Declarant Control shall serve for one (1) year or until such director's duly-elected successor takes office on the Board of Directors, whichever occurs later. At the first annual meeting of the Association held subsequent to termination of the Period of Declarant Control, the Members (if they are electing five directors) shall elect two directors for terms of one year, two directors for terms of two years, and one director for a term of three years, and at each annual meeting thereafter 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 years.

3. Removal. The Unit Owners, by a vote of sixty-seven percent (67%) of the Association votes cast by Persons present and entitled to vote at any meeting of the Unit Owners at

which a quorum is present, may remove any member of the Board of Directors with or without cause, other than an Board of Directors member appointed by the Declarant. Declarant may at any time remove, and appoint the successor of, any member of the Board of Directors who was appointed by the Declarant. In the event of death, resignation or removal of a director, his or her successor shall be selected by a majority of the remaining members of the Board of Directors, whether or not such remaining members constitute a quorum, and shall serve for the unexpired term of the director being replaced; provided, however, that the Declarant may appoint the successor of any director who served in such capacity as a result of being appointed by the Declarant.

4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of the director's duties.

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 of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

A. Nomination. Nomination for election to the Board of Directors may be made by a nominating committee if such a committee is appointed, from time to time, by the Board of Directors. Nominations may also be made from the floor at any Member meeting.

B. Election. Election to the Board of Directors 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 BOARD OF DIRECTORS

A. Regular Meetings. Regular meetings of the Board of Directors shall be held not less often than annually, without notice, at such place and hour as may be fixed from time to time by 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.

B. 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.

C. Quorum; Actions of Board of Directors. A quorum is deemed present throughout any meeting of the Board of Directors if Persons entitled to cast fifty percent (50%) of the

votes on the Board of Directors are present at the beginning of the meeting. 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 of Directors

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. Powers. The Board of Directors shall have power to:

1. Adopt and publish Rules and Regulations governing the use of the Units, the Common Elements, the Common Interest Community, or any portion thereof, and any facilities thereon and the personal conduct of the Members, their guests and other Persons thereon, and to establish penalties for the infraction thereof;

2. Suspend the voting rights and the right of a Member to use recreational 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 sixty (60) days, for infraction of these Bylaws, or violation of the Association's Declaration of Covenants, Conditions and Restrictions or published Association rules and regulations;

3. Enter into, make, perform or enforce contracts, licenses, leases and agreements of every kind and description; provided, however, that the following contracts and leases, if such contracts and leases are entered into before the Board of Directors elected by the Unit Owners takes office subsequent to termination of the Period of Declarant Control, may be terminated without penalty by the Association at any time after such date, upon not less than ninety (90) days' notice to the other party:

(1) any management contract, employment contract, or lease of recreational or parking areas or facilities;

(2) any other contract or lease between the Association and a Declarant or an affiliate of a Declarant; or

(3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing;

(However, this subsection (3) does not apply to any lease the termination of which would terminate the Common Interest Community or reduce its size, unless the real estate subject to that lease was included in the Common Interest Community for the purpose of avoiding the right of the Association to terminate a lease under this subsection or a proprietary lease.)

4. Provide for direct payment of assessments to the Association from Unit Owners' checking, credit or other accounts;

5. Exercise for the Association all powers, duties and authority vested in or delegated to the Association pursuant to the Bylaws, the Articles of Incorporation or the Declaration and not reserved to the membership by other provisions of the Bylaws, the Articles of Incorporation or the Declaration;

6. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) regular meetings of the Board of Directors during any one year period; and

7. Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.

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

1. 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 Unit Owners entitled to cast at least one-fourth (1/4) of the votes at such meeting;

2. Supervise all officers, agents, and employees of the Association, and see that their duties are properly performed;

3. As more fully provided in the Declaration, to:

a. determine the amount of the annual assessment against each Unit, from time to time, in accordance with the Association budget, and revise the amount of the annual assessment if such budget is rejected by the Unit Owners; and

b. foreclose the lien against any Unit for which assessments are not paid within one hundred eighty (180) days after the due date, or bring an action at law against the Owner personally obligated to pay the same;

4. Issue, or cause an appropriate officer or authorized agent 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 that an assessment has been paid, such certificate shall be conclusive evidence of such payment as to all Persons who rely thereon in good faith;

5. Procure and maintain insurance, as more fully provided in the Declaration;

6. Provide for maintenance, repair and/or reconstruction of the Common Elements, other property, and Improvements, as more fully provided in the Declaration; and

7. Keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of unpaid assessments. All financial and other records shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Any of the aforesaid duties may be delegated by the Board of Directors to any other Person(s) or to the Association's managing agent.

C. Limitation on Powers. The Board of Directors may not act on behalf of the Association to amend the Declaration, to terminate this Common Interest Community, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, except as may be authorized by the Colorado Common Interest Ownership Act, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE VIII. RIGHTS OF THE ASSOCIATION

The Association may exercise any and all rights or privileges given to it under the Declaration, 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

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

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

C. Term. The officers of this Association shall be elected annually by the Board of Directors 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.

D. Special Appointments. The Board of Directors 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.

E. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, 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.

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

G. Multiple Offices. The offices of president and secretary may not be held by the same person. However, any person may simultaneously hold two or more of any of the other offices subject to any applicable requirements or limitations contained in the Declaration, Articles of Incorporation, these Bylaws or applicable law.

H. Duties. The duties of the officers, which are delegable to other persons or the managing agent, are as follows:

1. President: The president shall preside at all meetings of the Board of Directors and Members; 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 or authorize a designated agent to co-sign promissory notes and checks of the Association.

2. 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, and shall exercise and discharge such other duties as may be required of the vice-president by the Board of Directors.

3. Secretary: The secretary or a designated agent shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors 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 names of the Members together with their addresses; shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association; and shall perform such other duties as required by the Board.

4. 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 compilation 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 or as required by the Declaration, an annual review or audited financial statement may be required; and shall prepare an annual budget to be presented to the membership, and deliver a copy of each to the Members.

5. Any officer of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE X.
COMMITTEES

The Board of Directors may appoint a nominating committee and such other committees as it deems appropriate in carrying out its purposes. In the event an authorized committee has not been appointed, or for any other reason fails to act, the Board of Directors may carry out that committee's duties.

ARTICLE XI.
BOOKS AND RECORDS

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

ARTICLE XII.
CORPORATE SEAL

The Association shall have a seal in circular form and within its circumference the words: LONGSVIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII.
AMENDMENTS

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

ARTICLE XIV.
CONFLICTS OF PROVISIONS

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

ARTICLE XV.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every director, officer, agent and employee, and any former director, officer, agent and employee, to the fullest extent permitted by law, against all loss, costs and expenses, including attorney's fees, reasonably incurred in connection with any action, suit, or proceeding to which such person may be made a party by reason of being or having been such a director, officer, agent or employee of the Association, except for matters in which such person shall be finally adjudged to be liable for gross negligence or fraud. No indemnification shall be provided for acts constituting gross negligence, or for fraud, or for more reprehensible conduct. In the event of a settlement, the settlement shall be approved by the insurance carrier and paid for by the insurance carrier out of the insurance proceeds. The foregoing rights shall not be exclusive of other rights to which such director, officer, agent or employee may be entitled.

ARTICLE XVI.
FISCAL YEAR

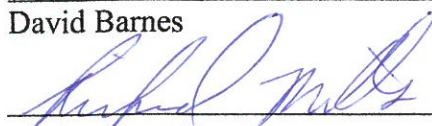
The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of LONGSVIEW HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 2 day of Feb, 2003

DIRECTORS:



William Purcell

David Barnes


Richard Mills

2. In accordance with CCIOA, the Colorado Non-Profit Act, and the Bylaws of Longsview Homeowners Association, a member of the Association shall have the right to assign a proxy to a Board member, unit owner, or other representative.
3. The proxy shall state the date and time of the meeting(s) for which it is intended.
4. The proxy must be executed by the member or the member's attorney in fact, duly authorized in writing.
5. Such proxy shall be filed with the secretary of the Association or authorized agent of the Association. Such proxy shall be registered prior to the meeting.
6. Each proxy is revocable, by written revocation notice, and will be cancelled by the attendance of the unit owner.
7. A proxy holder shall be given all votes they are entitled.
8. Once quorum has been confirmed, and the meeting called to order, proxies shall no longer be rescinded.

Elections:

1. Contested elections of Board Members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
2. Uncontested elections of Board Members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

If your Association's governing documents provide for the election of Directors by delegates on behalf of Owners, subsection (I) above does not apply.

Ballots:

1. Contested Board member election shall only be held by secret ballot.
2. Any other issue on which the owners have right to vote will be voted on by secret ballot *if* 20% or more unit owners request it.
3. Written ballots shall be counted by a neutral third party, excluding the Association's managing agent, legal counsel, and Board Members, and in the case of a contested election, who are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting.

Meetings of the Board of Directors:

1. All meetings of the Board of Directors or of any committee assigned by the Board of Directors shall be open for attendance by any of the Association's members.

Quorum for Board Meetings:

1. Pursuant to the Association's Bylaws, attendance of a majority of Board members

shall constitute a quorum.

Owner Participation at Board Meetings:

1. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, unit owners or their designated representative shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue.
2. Each Owner attending a Directors' Meeting must sign in at the meeting to ensure they are given an opportunity to speak.
3. Owners or their representative shall be permitted to speak for up to two minutes before the Board takes formal action on an item under discussion.
4. All comments are to be presented to the Board in a businesslike manner. Accusations or inflammatory remarks may result in the speaker no longer having the floor.
5. Owners shall state their name and Association address prior to speaking so that it may be recorded in the minutes.
6. The Board is not obligated to take immediate action on any item presented by a homeowner during a Board meeting.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Longview Homeowners Association, Inc., a Colorado non-profit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and conducted meeting of the Board of Directors on, 10/19/06 and in witness thereof, the undersigned has subscribed his/her name.

LONGVIEW HOMEOWNERS ASSOCIATION, INC.,
a Colorado non-profit corporation

By: _____


President