

BYLAWS
BROOKWILLOW VILLAGE CONDOMINIUM I ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Brookwillow Village Condominium I Association, Inc. (the AHOA@ or "Association"). The principal office and address of the corporation are located at 786 Valley Court, Grand Junction, Colorado 81505.

ARTICLE II
DEFINITIONS, PURPOSES AND ASSENT

Section 2.01 Definitions. The definitions in the Declaration for the Subdivision, as supplemented or restated from time to time and recorded in the office of the Clerk and Recorder of Mesa County, Colorado (collectively, the ADeclaration@), will apply to these Bylaws. All defined terms used in these Bylaws will have the same meaning as the defined terms used in the Declaration, unless the defined terms in these Bylaws or the context of these Bylaws clearly indicated otherwise.

Section 2.02 Purposes. The specific purposes for which the Association is formed are (i) to provide for the operation, administration, use and maintenance of the Subdivision within that certain tract of real property situated in the City of Grand Junction, County of Mesa, State of Colorado, as more fully described in Exhibit A the Declaration (Athe Property@); (ii) to preserve, protect and enhance the values and amenities of such Property; and (iii) to promote the health, safety and welfare of the Owners and users of the Property.

Section 2.03 Assent. All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using or residing on a Lot or using the Common Area in any manner are subject to the Declaration, including these Bylaws and any rules adopted by the Board of Directors. The acquisition or rental of any of the Lots will constitute ratification and acceptance of these Bylaws and an agreement to comply with those rules.

ARTICLE III
MEMBERSHIP

3.01 Membership. Each owner of a Lot is a Member.

3.02 Representation on Board of Directors. If title to a Lot is held by an individual, a firm, corporation, partnership, association, limited liability company, other legal entity or any combination thereof, or if any individual or entity holds title to one or more Lots, then in either case, that individual or entity may appoint, by a writing furnished to the Association, a delegate to represent each such Lot as a candidate for, and if elected, as a member of, the Board of Directors. Such delegate will not vote as a Member unless such person is appointed by a proxy executed in

conformance with Section 4.10 of these Bylaws to cast the voting interest of the Lot which he represents.

Section 3.03 Responsibilities of Members. Any person, including Declarant, on becoming an Owner, will automatically become a Member and be subject to these Bylaws. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 3.04 Membership Certificates. No certificates of stock will be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership cards will be surrendered to the Secretary of the Association whenever ownership of the Lot designated on the card is terminated.

Section 3.05 Classes of Membership. The Association will have one class of voting membership. The Board may establish additional classes of membership from time to time.

Section 3.06 Voting Privileges. Each Member will be entitled to one vote on all Association matters.

When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners, and if a majority of the Owners cannot agree, then the Owners of such Lot will not be entitled to vote. If any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot, the vote cast shall be the vote for such Owners.

Section 3.07 Proof of Membership. Any person, on becoming an Owner, will furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest, which instrument will remain in the files of the Association. An Owner will not be deemed a Member of the Association in good standing and will not be entitled to vote at any annual or special meeting of the Members unless this requirement is first met.

ARTICLE IV
ASSOCIATION MEETINGS; QUORUM; VOTING; PROXIES

Section 4.01 Place and Frequency of Meetings. Meetings of the Members will be held at least once each year at such place, within or without the State of Colorado, as the Board of Directors may determine.

Section 4.02 Annual Meetings. The first annual meeting of the Members will be held within one year after the date of the adoption of these Bylaws. Each subsequent annual meeting of the Members will be held on a date and at a time set by the Board of Directors. The purpose of the annual meetings is for the election of the Board, adoption of a budget and any assessments, and the transaction of such other business of the Association as may properly come before the meeting.

Section 4.03 Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board of Directors, or upon written request of Members who are collectively entitled to vote at least 20% of all of the votes in the Association.

Section 4.04 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the agenda for the meeting will be delivered not less than five (5) or more than thirty (30) days before the date of the meeting, personally or by mail or otherwise as permitted by the Act or the Declaration, by or at the direction of the President, or the Secretary, or the persons calling the meeting, as provided in these Bylaws, to the registered mailing address for notice (as provided in the Declaration) of each Member entitled to vote at such meeting.

Section 4.05 Quorum. A quorum is deemed present throughout any meeting of the Association if Members entitled to cast (or proxies entitled to cast) twenty percent (20%) of the votes of the Association are present at the beginning of the meeting. If, however, such quorum is not present or represented at the meeting, the Members entitled to vote at the meeting will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented by proxy.

Section 4.06 Actions Binding on Members. A majority of votes intended to be cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles or these Bylaws.

Section 4.07 Majority of Owners. As used in these Bylaws, the term A majority@ will mean those votes of Owners, or other groups as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 4.08 Voting by Mail. Voting by mail is permitted for election of the Board of Directors, amendment of the Articles, adoption of a budget, assessment, proposed plan of merger,

consolidation or dissolution pursuant to the provisions of the Act and the Colorado Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In the case of a vote by mail, the Secretary of the Association will give written notice to all Members, which notice will include a proposed written resolutions setting forth a description of the proposed action, a statement that the Members are entitled to vote by mail for or against such proposal, a statement of a date not less than five (5) days after the date such notice will have been given by which all votes must be received, and the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this section.

Section 4.09 Proxies. Any Member may cast such Member=s vote in person or by proxy, but no proxy will be valid if it is not dated or if it purports to be revocable without notice. Further, no proxy will be valid after three (3) months from the stated date of its execution unless otherwise provided in the proxy or unless voluntarily revoked upon notice, amended, or sooner terminated by operation of law. Finally, no proxy will be valid unless filed with the Secretary of the Association at or before the appointed time of the meeting at which the proxy will be voted.

Section 4.10 Designation of Voting Representative by Non-Individual Owners- Requirement for Proxy. If title to a Lot is held in whole or in part by a firm, corporation, partnership, association, limited liability company or other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Lot at the meeting.

Section 4.11 Designation of Voting Representative by Multiple Owners - Use of Proxy. If title to a Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy, and if a majority of the Owners for a Lot cannot agree, then the Owners of such Lot will not be entitled to vote. An 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.

Section 4.12 Waiver of Notice. Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 4.13 Action Without a Meeting. Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by more than fifty percent (50%) of the Members.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01 Number, Qualification and Initial Board. The affairs of the Association will be managed by a Board of not less than three (3) and no more than nine (9) Directors. Except as provided below regarding Directors appointed by Declarant during the Period of Declarant Control, the Directors will be Members of the Association or the delegates of Members appointed by proxy under Article IV above. The number of the Board of Directors will be established from time to time by amendment to these Bylaws.

The initial number of members of the Board of Directors will be three (3). The names and addresses of the three persons who are to serve on the initial Board of Directors until their successors are appointed are as listed below:

<u>NAME</u>	<u>ADDRESS</u>
Terry Lawrence	786 Valley Court, Grand Junction, CO 81505
Darin Carei	786 Valley Court, Grand Junction, CO 81505
Joan Lowe	786 Valley Court, Grand Junction, CO 81505

Section 5.02 Directors During Declarant Control. During the Period of Declarant Control, the Board of Directors will be selected by Declarant and will serve at the sole discretion of Declarant. The Directors selected by Declarant need not be Members of the Association.

Section 5.03 Election of Directors After Period of Declarant Control. Upon termination of the Period of Declarant Control in accordance with the Declaration, a special meeting of the Association will be called, at which Declarant will turn control of the Association over to the other Members. The Members will elect a new Board of Directors, and any terms of Directors appointed by Declarant that have not expired will terminate at that time. Subsequently, Directors will be elected by the Members at each annual meeting of the Members.

Section 5.04 Voting Procedures Generally. At the election of any member of the Board by vote of the Members, the Members may cast as many votes as they are entitled to exercise under the provisions of Section 3.06 above. Voting for Directors will be by secret written ballot.

Section 5.05 Term of Office of Directors After Period of Declarant Control. The term of office for the initial full slate of Directors elected by the Members will be fixed at the time of their election as they themselves will determine in order to establish a system of three-year terms in which

at least one-third of the Board is elected each year, and the Board will identify in which year the directorships for each category of representation are subject to election. For example, if the number of Directors on the initial Board is set at three pursuant to Section 5.01 above, one Director will serve for a one-year term, one Director will serve for a two-year term, and one Director will serve for a three-year term. At the expiration of the initial term of office of each respective Director, a successor will be elected to serve one year. Each Director will hold office until such Director=s successor is elected by the Members and qualified to take over the office.

Section 5.06 Removal of Directors. Any Director other than one appointed by Declarant may be removed, with or without cause, at any regular or special meeting of the Members by fifty percent (50%) of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members will be given notice of the proposed removal at least three (3) days prior to the date of such meeting and will be given an opportunity to be heard at such meeting.

Section 5.07 Vacancies.

(a) **During Period of Declarant Control.** During the Period of Declarant Control, if a Director appointed by Declarant dies, becomes disabled or resigns, Declarant will appoint a new Director to serve the balance of the term of the resigning, disabled or deceased Director.

(b) **Following Period of Declarant=s Control.** After the expiration or termination of the Period of Declarant Control, any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. The term of the Director so elected will be coincident with the term of the replaced Director.

(c) **Compensation.** No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 6.01 Regular Meetings. Regular meetings of the Board of Directors will be held at such regular times as set by the Board of Directors, at such place and hour as may be fixed from time to time by resolution of the Board, but such meetings will be held no less frequently than annually. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 6.02 Special Meetings. Special meetings of the Board of Directors will be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days= notice to each Director.

Section 6.03 Quorum. 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 are present at the beginning of the meeting.

Section 6.04 Actions Binding on Directors. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

Section 6.05 Waiver of Notice. Attendance of a Director at any meetings will constitute a waiver of notice of such meeting, except when 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. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01 General. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws, the Declaration or the Act, the Board of Directors may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.

Section 7.02 Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of Directors will have the following powers and duties, in each case subject only to applicable requirements of the Act:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) To establish, make, amend from time to time and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the Property, subject to the provisions of the Declaration. A copy of such rules and regulations will be delivered or mailed to each Member promptly after adoption.

(c) To keep in good order, condition and repair the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members

is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

(d) To fix, determine, levy, and collect the annual assessments to be paid by each of the Members towards the gross expenses of the Property, and to adjust, decrease or increase the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

(e) To designate and remove personnel necessary for the operation, maintenance, repair and replacement of the Common Area.

(f) To establish and maintain an adequate reserve fund from annual assessments for maintenance, repair, or replacement of the Common Area that must be replaced on a periodic basis and for other facilities that must be replaced on a periodic basis with contribution from the Association.

(g) To levy and collect special assessments whenever, in the opinion of the Board and consistent with the Declaration, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments will be in statement form and will set forth in detail the various expenses for which the special assessments are being made.

(h) To levy and collect Default Assessments for violations of the Declaration or the Bylaws or because the Association has incurred an expense on behalf of a Member under the Declaration or the Bylaws.

(i) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; and to exercise other remedies for delinquent assessments as set forth in the Declaration.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board of Directors.

(l) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagees during convenient weekday business hours.

(m) To cause any and all Common Areas, and roadways in and to the Property and across the Property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration.

(n) To cause to be maintained the insurance coverage (including without limitation fidelity insurance, or in its place, a bond covering a manager, the Board, the officers and any other persons charged with handling Association funds) as may be necessary to comply with the requirements of the Declaration, these Bylaws and the Act.

(o) In general, to carry on the administration of the Association and to do all those things necessary and responsible in order to carry out the Declaration and the requirements of the Act.

(p) To delegate to a manager or any other person or entity such of the Association=s duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in subparagraphs (d), (f), (g) and (i) of this Section 7.02 and duties reserved to the Board by law will not be so delegated.

(q) To prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association as required by the Declaration.

Section 7.03 Manager. The Board of Directors may employ for the Property a professional management agent or agents as Manager for compensation established by the Board of Directors to perform such duties and services as authorized by the Board of Directors. The Board of Directors may delegate to the Manager, subject to the Board=s supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (d), (f), (g), and (i) of Section 7.02 of this Article and duties reserved to the Board by law. Declarant, or an affiliate or employee of Declarant, may be employed as Manager, subject to the limitations of the Act. If the Board delegates powers of the Board or officers of the Association relating to collection, deposit, transfer or disbursement of Association funds to the Manager (other than Declarant):

(a) The Manager will maintain fidelity insurance coverage or a bond providing the same type of insurance in an amount not less than the greater of (i) \$50,000, (ii)(a) the amount equal to the maximum funds that will be in the custody of the Association or the Manager, or (b) the amount of three (3) months= current assessments plus reserves, as calculated from the current budget of the Association, on all Lots on the Property, or (iii) such higher amount as the Board may require;

(b) The Manager will maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Manager and will maintain all reserve accounts of each association so managed separate from operational account of the Association, each with appropriate access controls, and the bank where the accounts are located must send copies of monthly bank statements directly to the Association, and the Manager will not have authority to draw checks on, or to transfer funds from, the Association=s reserve account; and

(c) An annual accounting for Association funds and a financial statements will be prepared and presented to the Association by any one of the following: the Manager, a public accountant, or a certified public accountant.

If a professional manager is employed, the management agreement must be for a specified term (not to exceed three [3] years) and must contain specific termination provisions. Such termination provisions may not require the payment of any penalty for termination or require advance notice of termination in excess of ninety (90) days. Declarant may enter into a management agreement before the expiration of the Period of Declarant Control, but the management agreement must provide that the Association has the right to terminate the management agreement without cause and such right may be exercised by the Association at any time after the expiration of the Period of Declarant Control.

Section 7.04 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) A segregation of accounting duties should be maintained, and disbursements by check in any amount greater than \$1,000 will require two signatures. The two signatures will be the signature of the Manager and a Board Member, or the signature of two Board Members. The Board may modify this requirement from time to time by the resolution of the Board.

(b) Cash accounts of the Association will not be commingled with any other accounts.

(c) No remunerations, gifts or perquisite shall be accepted by any Directors or Manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commission, finder=s fees, service fees, prizes, gifts or otherwise (except that such persons may be employees of Declarant during the Period of Declarant Control). Anything of value received will be for the benefit of the Association.

(d) Any financial or other interest that the Manager or a member of the Board of Directors may have in any firm (other than Declarant) providing goods or services to the Association will be disclosed promptly to the Board of Directors.

(e) A balance sheet as of the last day of the Association=s fiscal year and an operating statement for the fiscal year will be distributed to the Members. Financial statements for the preceding year prepared by the Association=s accountant will be available to Owners and Mortgagees within 120 days after the end of the Association=s fiscal year, and will be delivered to an Owner or Mortgagee upon written request and upon payment of a reasonable fee for copying.

(f) An account status report reflecting the status of all accounts in an Actual@ versus Approved@ budget format with a budget report reflecting any actual or pending obligations that are in excess of budgeted amounts by an amount exceeding the operating reserves or 10% of a

major budget category (as distinct from a specific line item in an expanded chart of accounts) will be prepared for the Board periodically upon the Board=s request and will be made available to all Members.

Section 7.05 Hearing Procedure. The Board will not impose a fine, suspend voting, or suspend any rights of a Member or other occupant of the Property for violations of rules and regulations or of the provisions of the Bylaws or Declaration, or Board rules (AProperty Documents@) unless and until the procedure below is followed:

(a) Demand. Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate will serve the violator with written notice of a hearing to be held by the Board. The notice will contain the following:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence and witness on the Member=s behalf; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing will be held pursuant to the notice, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the result of the hearing and the sanction, if any,

imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Board will be final.

(d) Appeal. The Board may in its discretion appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party and the Board. The Board will consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding sixty (60) days after receipt of the notice. The decision of the Board will be final.

Notwithstanding anything herein to the contrary, judicial proceedings must be instituted before any nonconforming or violating items of construction can be altered or demolished.

The foregoing procedures will not be necessary in order to impose any sanction or penalty for nonpayment of a delinquent assessment.

ARTICLES VIII **OFFICERS AND THEIR DUTIES**

Section 8.01 Enumeration of Officers. The officers of the Association will be a President, Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution. Following the expiration of the Period of Declarant Control, all officers of the Association must be Owners of Lots on the Property.

Section 8.02 Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03 Term. The officers of the Association will be elected annually by the Board, and each will hold office for one year or until his successor is duly elected and qualified, unless he sooner resigns, or is removed, or is otherwise disqualified to serve.

Section 8.04 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of who will hold office for such period, have such authority, and perform such duties as the Board may determine from time to time.

Section 8.05 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 will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 8.06 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

Section 8.07 Multiple Offices. Any two (2) or more offices may be held by the same person except the offices of President and Secretary.

Section 8.08 Duties. The duties of the officers are as follows:

(a) President. The President will preside at all meetings of the Association and the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, and other written instruments; co-sign all documents for the HOA; cause to be prepared and execute, certify and record amendments to the Declaration on behalf of the Association; and exercise and discharge such other duties as may be required of the President by the Board.

(b) Secretary. The Secretary will 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 place it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records listing the Members together with their addresses; and perform such other duties as required by the Board.

(c) Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all moneys of the Association and will disburse such funds as directed by resolution of the Board of Directors; sign all checks of the Association unless the Board specifically directs otherwise; keep proper books of account; at the direction of the Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the Members as required by the Declaration and at their regular annual meeting, and deliver or make copies available to each of the Members.

ARTICLE IX **COMMITTEES**

The Board of Directors may appoint a Hearing Committee as described in Article VII above, and other committees as the Board deems appropriate in carrying out its purposes.

ARTICLE X **INDEMNIFICATION**

To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify the Declarant, every member of the Board of Directors, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise or employee benefit plan against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity

as such. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification will be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of such actions or omissions in the performance of such person=s duties for the Association. The foregoing rights will not be exclusive of other rights to which the Declarant or such member of the Board of Directors or officer or other person may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a Common Expense.

ARTICLE XI **NONPROFIT CORPORATION**

The Association is not organized for profit. No Member of the Association, member of the Board of Directors, or person from who the Association may receive any property or funds or will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board of Directors. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any Member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (ii) any Member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE XII **AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but any amendment of Articles V, X, XII or any portion of those Articles will require approval of all Directors.

ARTICLE XIII **MISCELLANEOUS**

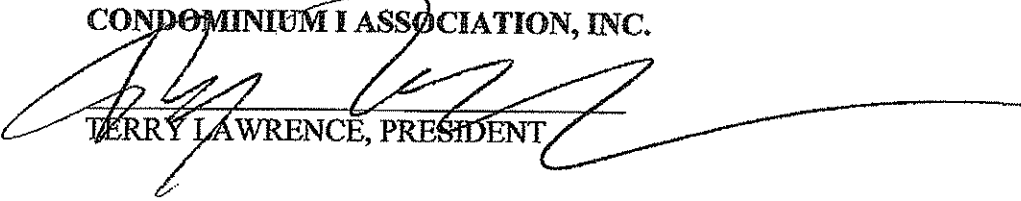
Section 13.01 Fiscal Year. As of January 1, 2006, the fiscal year of the Association will begin on the first day of January and end on the 31st day of December every year.

Section 13.02 Corporate Seal. The Association will have a seal in a circular form having within its circumference the words: ABrookwillow Village Condominium I Association@.

Section 13.02 Conflicts of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

The undersigned members of the initial Board of Directors have executed these Bylaws (in counterpart copies) effective the 1st day of December, 2007.

**BROOKWILLOW VILLAGE
CONDOMINIUM I ASSOCIATION, INC.**


TERRY LAWRENCE, PRESIDENT