

REVISED JANUARY 27, 2000

BY LAWS  
OF  
CASTLE PINES NORTH ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Castle Pines North Association, Inc., hereinafter referred to as the "Master Association," a Colorado nonprofit corporation. The principal office of the corporation shall be located at 482 Happy Canyon Road, Castle Rock, Colorado 80104, but meetings of members and directors may be held at such places within the State of Colorado as may be designated by the Board of Directors.

ARTICLE II

OBJECT AND DEFINITIONS

Section 2.01. Purposes. The specific purpose for which the Master Association is formed is to provide for the maintenance, preservation, and control of the Common Area and the real property (the "Property") which has been submitted to the Master Declaration for Covenants, Conditions, Restrictions, and Easements for Castle Pines North dated October 18, 1984, and recorded in the records of the Clerk and Recorder of Douglas County, Colorado, on October 22, 1984, in Book 544 at Page 588 (the "Master Declaration"), and to promote the health, safety, and welfare of the Owners and residents within Castle Pines North.

Section 2.02. Definitions. The defined terms used in these Bylaws shall have the same meaning as the same terms have in the Master Declaration.

ARTICLE III

MEMBERSHIP IN MASTER ASSOCIATION

Section 3.01 Membership Appurtenant to sites. Each membership in the Master Association shall be appurtenant to the fee simple title to a Privately Owned Site. The person or persons who constitute the Owner of fee simple title to a Privately Owned Site shall, automatically be the holder of the membership in the Master Association appurtenant to that Privately Owned Site, and such membership shall automatically pass with fee simple title to the

Privately Owned Site.

Section 3.02. Voting Rights of Owners.. Each Owner shall have the right to cast votes for the election of the Delegate to the Master Association to exercise the voting power of the Delegate District in which the Owner's Privately Owned Site is located. If such Delegate District is within the jurisdiction of a Subassociation, then, unless otherwise provided in the Supplemental Declaration for such Subassociation, the Owner shall have the same voting rights 'or the election of the Delegate from that Delegate District as are provided for the election of the board of directors of the Subassociation. If such Delegate District is not subject to the jurisdiction of a Subassociation, then there shall be two classes of Owners in such Delegate District: (a) Class A Owners; and (b) Class B Owners, as follows:

Class A: Class A Members shall be all Owners (with the exception of the Declarant) in such Delegate District, and each Class Member (except a Class A Member owning a Residential Site improved or designed to be improved with residential rental apartments) shall be entitled to one vote for each Privately Owned Site owned by such Class A Member within the Delegate District. There shall be only one vote per Privately Owned Site. The Owner of a Delegate District shall be entitled to the number of votes equal to the number of Privately Owned Sites which can be created within the Delegate District as set forth in the Declaration of Annexation or in the deed from Declarant to the Owner. The votes of the Owner shall be decreased to the number of Privately Owned Sites created within the Delegate District. When more than one person holds an interest in any Privately Owned Site, all such persons shall be Members. The vote for such Privately Owned Site shall be exercised as they among themselves determine, and the Secretary of the Master Association shall be notified of such designation prior to any meeting. In the absence of such advice, the Privately Owned Site's vote shall be suspended in the event more than one person or entity seeks to exercise it. Any Owner of a Privately Owned Site, which is leased, may assign the voting right appurtenant to such Privately Owned Site to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary or the Master Association prior to any meeting.

Class B: The Declarant and/or its successors and assigns (as defined in Section 2.17 of the Master Declaration) shall be the sole Class B Members in such Delegate District, which is not subject to the jurisdiction of a Subassociation. Class B members shall be entitled to three votes for each Privately Owned Site (except a Site improved or designed to be improved with residential rental apartments) existing within the Delegate District which such Class B member owns, or which can be created within the Delegate District as set forth in the Declaration of Annexation or in the deed to Declarant and/or its successors and/or its successors and assigns. The number of votes of the Class B Member shall be decreased to the number of Privately Owned Sites, if any, created by that Class B Member within the Delegate District.

A Residential Site improved or designed to be improved with residential rental apartments shall, in all cases, be entitled to one vote for every five apartment units located or to be located on such Residential Site, with a full vote assigned for any extra one to four apartments

in lieu of assigning any fractional vote; provided, however, the votes appurtenant to the Residential Sites improved or designed to be improved with residential rental apartments in a particular Delegate District may not account for more than 49 percent of the total votes in such Delegate District unless such Residential Sites account for 80 percent or more of the votes in such Delegate District. In the event of a condominium conversion or other similar modification of rental apartments to individually owned single-family or multi-family residences, each individually owned single-family or multi-family residence shall become a separate Privately Owned Site and shall be entitled to cast one vote for such Privately Owned Site. Notwithstanding the foregoing, if allowed by a Supplemental Declaration, any two or more adjacent Privately Owned Sites in the Expansion Property annexed by such Supplemental Declaration may be combined into one combined Privately Owned Site and shall be entitled to only one vote for such combined Sites if, and only so long as: (a) all of such Sites are owned by the same Owner; and (b) there is only one residential dwelling unit located on such combined Sites.

As to any such Delegate District without a Subassociation, the Class B membership shall terminate as to that Delegate District only and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership for that Delegate District equal or become greater than the total votes outstanding in the Class B membership; composed of all of the Class B Owners for that Delegate District;

(b) seven years from the date of recordation of the Supplemental Declaration or other written instrument creating that Delegate District; or

(c) if there has been no preparation of land surfaces, installation of roads or utilities or construction of Improvements within such Delegate District for a continuous period of six months.

The Delegate to represent any Delegate District without a Subassociation shall be elected by Owners holding a majority of the voting power in such Delegate District. The bylaws shall provide for the manner, time, place, conduct and voting procedures for meetings of Owners for the purpose of electing a Delegate in any such Delegate District. Notwithstanding the foregoing, the Class B membership shall not terminate if, within 180 days after the condition referred to in subparagraph (a) is fulfilled, additional Privately Owned Sites or Delegate District parcels with dwelling units allocated thereto are annexed to the Master Association Properties pursuant to Article III of the Master Declaration, and as a result of such annexation, the total votes outstanding in the Class B membership are greater than the total votes outstanding in the Class A membership. From and after the termination of the Class B membership, the Declarant and any designated successor shall be entitled to one vote for each Privately Owned Site or Delegate District parcel owned. At such time, the Declarant shall call a meeting of Owners, as provided by the Bylaws for special meetings, to advise the membership of the termination of Class B status and to transfer control of the Master Association to the Owners.

Section 3.03. Resolution of Voting Disputes In the event of any dispute as to the entitlement of any Owner to vote or as to the results of any vote of Owners at a meeting of a Delegate District, the Board of Directors of the Master Association shall have the right to act as arbitrators and the decision of a disinterested majority of the Board of Directors in accordance with the provisions of these Bylaws, the Articles of Incorporation, the Master Declaration and any applicable Supplemental Declaration shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with the Colorado Uniform Arbitration Act of 1975, as the same may be amended from time to time.

Section 3.04. Transfer of Memberships on Master Association Books.. Transfers of memberships shall be made on the books of the Master Association only upon presentation of evidence, satisfactory to the Master Association, of the transfer of ownership of the Privately Owned Site to which the membership is appurtenant. Prior to presentation of such evidence, the Master Association may treat the previous Owner of the privately Owned Site as the owner of the membership in the Master Association and the Owner entitled to all rights in connection therewith, including the rights to vote and to receive notice.

Section 3.05 Assignment of Voting Rights to Tenants and Mortgagees.. An Owner may assign such Owner's right to vote to an occupant, tenant, family member or contract purchaser of such Owner

Who resides in such Owner's Privately Owned Site or to a Mortgagee of such Owner's Privately Owned Site for the term of the lease or the Mortgage and any sale, transfer or conveyance of the Privately Owned Site shall, unless otherwise provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any such occupant, tenant, family member or contract purchaser or Mortgagee; provided however, any such assignment by an Owner to any such occupant, tenant, family member or contract purchaser shall only be valid so long as such Owner remains the Owner of; and such Privately Owned Site and any such assignment by an Owner to a Mortgagee shall only be valid so long as such Mortgage has not been released or terminated of record. Any such assignment of voting rights shall be in writing, shall be filed with the Secretary of the Master Association and shall be in a form satisfactory to the Board of Directors.

#### ARTICLE IV

#### MEETINGS OF OWNERS IN DELEGATE DISTRICTS

Section 4.01 Delegate Districts with a Subassociation. Matters relating to meetings of Owners within a Delegate District which is governed by a Subassociation may be governed by the Bylaws of the Subassociation. Except to the extent contrary to or inconsistent with the Bylaws of the Subassociation, the various Sections of these Bylaws shall be applicable to meetings of Owners within the Delegate District, which is governed by such Subassociation. In any event, the Board of Directors of each Subassociation shall provide for the selection of one Delegate to the Master Association by election or appointment within the Subassociation.

Section 4.02 Delegate Districts without a Subassociation. For Delegate Districts not controlled by a Subassociation, one Delegate must be selected by a vote of the Owners in that District not later than November 1st of each year.

Section 4.03. Annual Selection of Delegate. The selection of the Delegates must be completed no later than November 1<sup>st</sup> of each year.

Section 4.04 Certification of Delegate. Each delegate District shall certify in writing to the Master Association: (a) the name and address of the Delegate selected; (b) the name and address of any alternate Delegate selected; and (c) the Delegate District which the Delegate represents.

## ARTICLE V

### DELEGATES

Section 5.01 Delegates. A "Delegate", as defined in the Master Declaration, is the natural Person selected by Owners within a Delegate District to represent such Delegate District and to cast votes on behalf of Owners within such Delegate Districts. The Delegates so selected, constitute the "members" of the Master Association, as that term is used in the Colorado Nonprofit Corporation Act.

Section 5.02. Voting Rights of Delegates. Each Delegate shall cast one vote for each Privately Owned Site which is owned by a Class A Owner and which is subject to the Master Declaration and located in the Delegate District represented by such Delegate and shall cast three votes for each Privately Owned Site which is owned by a Class B Owner and which is subject to the Master Declaration and located in the Delegate District represented by such Delegate; provided, however, that: (a) in the case of a Residential Site improved or designed to be improved with residential rental apartments, the Delegate shall have one whole vote for each five apartment units located on such Residential Site with a full vote assigned for any votes; and (b) in the case of combined Privately Owned Sites the Delegate shall have the number of votes assigned to such combined Privately Owned Site pursuant to Article III of these Bylaws. Each Delegate may cast the votes which such Delegate represents in such manner as such Delegate may, in the Delegate's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Owners owning Privately Owned Sites in the Delegate District; provided, however, that in the event at least 5% in interest of the Owners in any Delegate District shall determine, at any duly constituted meeting of the Owners of such Delegate District, to instruct their Delegate as to the manner in which such Delegate is to vote on any issue to be voted on by the Delegates, then the Delegate representing such District in the same proportion, as nearly as possible without counting fractional votes, as the Owners in such Delegate District shall have cast their voting power in favor of; and in opposition to, such issue in person or by proxy. When a Delegate is voting in the such Delegate represents, then such Delegate may cast all of the apportion some of such votes in favor of a given proposition and some of such votes in opposition to such proposition. It shall be conclusively presumed for all purposes that any Delegate casting votes on Delegate District will have acted with the authority and consent of all such Owners.

Section 5.03. Qualification of Delegates. A Delegate must be an Owner of a Privately Owned Site within the Master Association Area or, if the Owner of any such Site is a partnership or corporation, must be an officer, director, shareholder, partner, employee or authorized agent of such partnership or corporation. If a Delegate conveys or transfers title to such Delegate's Privately Owned Site, or if a Delegate who is an officer, director, shareholder, partner, employee or authorized agent of a partnership or corporation ceases to be in such capacity, or if the partnership or corporation of which a Delegate is an officer, director, shareholder, partner, employee, or authorized agent transfers title to its Privately Owned Site, such Delegate's term as Delegate shall immediately terminate and a new Delegate shall be selected as promptly as possible to take such Delegate's place. A Delegate may be re-elected and there shall be no limit on the number of terms a Delegate may serve.

Section 5.04. Term of Office of Delegates.. Each Delegate selected by the Delegate District shall continue in office until such Delegate's successor is selected under Sections 4.01 or 4.02, unless such Delegate resigns, dies, is removed or such Delegate's term of office terminates because such Delegate is no longer qualified to be a Delegate.

Section 5.05. Removal of Delegates. At any meeting of Owners of a Delegate District, the notice of which indicates such purpose, the Delegate representing that Delegate District may be removed, with or without cause, by a vote of the majority of the votes of Owners present at such meeting in which a quorum is in attendance in person or by proxy and a successor may be then and there elected to fill the vacancy thus created.

Section 5.06. Resignation of Delegates. Any Delegate may resign at any time by giving written notice to the President, Secretary or Board of Directors of the Master Association stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

Section 5.07. Vacancies in delegates. Any vacancy occurring in the office of a Delegate shall, unless filled in accordance with Section 5.05, be filled at an annual meeting or at a special meeting, called for such purpose, of Owners of the Delegate District represented by such Delegate. A Delegate elected to fill a vacancy shall be elected for the unexpired term of such Delegate's predecessor in office.

Section 5.08. Alternate Delegates.. The Owners in a Delegate District shall have the right, but not the obligation, to elect an Alternate Delegate to represent such Delegate District if the Delegate for such Delegate District dies, resigns or is removed by such Delegate District or if the Delegate for such Delegate District is ill, unavailable or otherwise unable to represent such Delegate District at such time. Upon the death, resignation, removal, illness, unavailability or inability of a Delegate to represent such Delegate's Delegate District, any such Alternate Delegate for such Delegate District shall automatically become the Delegate for such Delegate District and shall be vested with the power, authority and duties of the Delegate for such Delegate District unless and until a new Delegate is chosen by the Owners in such Delegate District in accordance with the provisions of these Bylaws or until the Delegate for such Delegate District is no longer ill, unavailable or otherwise unable to represent such Delegate District. Except as otherwise provided in Section 6.05 of these Bylaws, notices need not be given to any Alternate Delegate by reason of such person being an Alternate Delegate.

## ARTICLE VI

### MEETINGS OF DELEGATES

Section 6.01. Place of Delegate Meetings. Meetings of Delegates shall be held at the principal office of the Master Association or at such other place, within or convenient to the Master Association Area, as may be fixed by the Board of Directors and specified in the notice of the meeting.

Section 6.02. Annual Meeting of Delegates.. Annual meetings of Delegates shall be held in November of each year beginning in November of 1985, on such day in November and at such time of day as is fixed by the Board of Directors of the Master Association and specified in the notice of meeting. The date in November for the annual meeting shall be fixed by the Board of Directors so that it shall be at least 10 days after the last of the annual meetings of Delegate Districts in that year and so that notice of the meeting, in accordance with these Bylaws, may be given to the Delegates elected at the annual meetings of Delegate Districts. Annual meetings of Delegates shall be held to elect the members (the "Directors") of the Board of Directors of the Master Association and to transact such other business as may properly come before the meeting.

Section 6.03. Special Meetings of Delegates. Special Meetings of Delegates may be called by the Board of Directors or by Delegates representing at least 25% of the total voting power of Delegates. No business shall be transacted at a special meeting of Delegates except as indicated in the notice thereof

Section 6.04. Record Date.. For the purpose of determining Delegates entitled to notice of, or to vote at, any meeting of Delegates, or in order to make a determination of such Delegates for any other proper purpose, the Board of Directors of the Master Association may fix, in advance, a date as the record date for any such determination of Delegates. The record date shall not be more than 50 days prior to the meeting of Delegates or the event requiring a determination of Delegates.

Section 6.05. Notice of Delegates' Meetings. Written notice stating the place, day and hour or any meeting of Delegates shall be given not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary of the Master Association or by the officers or persons calling the meeting, to each Delegate entitled to vote at such meeting. The notice of an annual meeting shall include the names of any known candidates for Director and shall identify any other matter, which it is known will come before the meeting. The notice of a special meeting shall state the purpose or purposes for which the meeting is called. If served by mail, such notice shall be sent postage prepaid, addressed to the Delegate entitled to receive such notice at the address given by or on behalf of such Delegate to the Master Association for the purpose of service of such notice, or to the Privately Owned Site of such Delegate if no address has been given to the Maaster Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second calendar day after it is deposited in a regular depository of the United States Postal

Service. Such notice may also be posted in a conspicuous place in the Master Association Area, such as on a notice outside of the principal office of the Master Association. Any First Mortgagee owning a First Mortgage encumbering any Privately Owned Site in the Master Association Area, upon filing a written request therefore with the Master Association, shall be entitled to: (a) receive written notice of all meetings of Delegates or of Delegate Districts with respect to any Delegate District in which such Privately Owned Site is located; and (b) designate a representative to attend any meeting of such Delegate or of such Delegate Districts. If a Delegate in a Delegate District shall die or resign or be removed by such Delegate District and no substitute Delegate elected, then the Alternate Delegate, if any, for such Delegate District may give written notice of such fact or facts to the Master Association, in which event the notices for the Delegate in such Delegate District shall be given to such Alternate Delegate until further notice shall be given to the Master Association that a new Delegate for such Delegate District has been elected. Until such further notice is given to the Master Association, the Alternate Delegate shall have the right to cast the votes and take such other action as is applicable to such Delegate District as such deceased; resigned or removed Delegate could have taken but for such Delegate's death, resignation or removal.

Section 6.06. Proxies.. The right to vote the votes of a Delegate for a Delegate District by proxy shall exist only if the instrument authorizing such proxy to act shall have been executed in writing by the Delegate himself or herself. Such proxy shall be filed with the Secretary of the Master Association before or at the time of the meeting of Delegates. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

Section 6.07 Quorum at Delegates' Meetings.. Except as may otherwise be provided in the Master Declaration, the Articles of Incorporation or these Bylaws, and except as hereafter provided with respect to the calling of another meeting of Delegates, the presence in person or by proxy of Delegates entitled to cast more than 50% of the votes of all Delegates shall constitute a quorum at any meeting of Delegates. Delegates present at a duly organized meeting of Delegates may continue to transact business until adjournment, notwithstanding the withdrawal of Delegates so as to leave less than a quorum. If the required quorum is not present at any meeting of Delegates, another meeting may be called, subject to the notice requirements here above specified, and the presence of Delegates entitled to cast at least 25% of the votes of all Delegates shall, except as may otherwise be provided in the Master Declaration, the Articles of Incorporation or these Bylaws, constitute a quorum at such meeting.

Section 6.08. Adjournment of Delegates' Meetings.. Delegates present at any meeting of Delegates may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than an announcement at the meeting, for a total period or periods of not to exceed 30 days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 6.09. Vote Required at Delegates' Meetings.. At any meeting of Delegates, if a quorum is present, a majority or the votes present in person or by proxy and



entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Master Declaration, the Articles of Incorporation or these Bylaws.

Section 6.10. Cumulative Voting Not Permitted. Cumulative voting by Delegates in the election of Directors shall not be permitted.

Section 6.11. Order of Business. The order of business at all meetings of Delegates shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspectors of election (at annual meetings or special meetings held for the election of Directors); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business.

Section 6.12. Officers of Meetings. The President of the Master Association shall act as chairman and the Secretary of the Master Association shall act as secretary of any meeting of Delegates. In the absence of the President, the Vice President, the Secretary or the Treasurer, in that order, shall act as chairman of the meeting. In the absence of the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer, in that order, shall act as secretary of the meeting.

Section 6.13. Waiver of Notice. A waiver of notice of any meeting of Delegates, signed by a Delegate, whether before, at or after the meeting, shall be equivalent to the giving of notice of the meeting to such Delegate. Attendance of a Delegate at a meeting of Delegates shall constitute waiver of notice of such meeting except when the Delegate attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Section 6.14. Action of Delegates Without a Meeting. Any action required to be taken or which may be taken at a meeting of Delegates or any action which may be taken at such a meeting may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the Delegates. Such consent shall have the same force and effect as a unanimous vote of the Delegates. A consent shall be sufficient for this Section if it is executed in counterparts, in which event all of such counterparts, when taken together, shall constitute one and the same instrument of consent.

Section 6.15. Owners' Rights to Attend. Any Owner shall be entitled to attend any meeting of Delegates.

## ARTICLE VII

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 7.01. Number.. The affairs of this Master Association shall be managed by a Board of from three to nine directors who shall be Members of the Master Association. After the Appointment Period as defined in Section 7.02, the number of directors may be increased or decreased from time to time by amendment of these Bylaws; provided however, that the number of Directors shall not be less than three. Notwithstanding the provisions of Section 7.02, until the first annual meeting of Delegates, the number of Directors shall be three and Declarant shall have the right to appoint all three of such Directors. The names and addresses of three persons who are to initially act in the capacity of Directors until the selection of their successors are:

	<u>ADDRESS</u>
J. Patrick Maher	482 Happy Canyon Road Castle Rock, Colorado 80104
David M. LeBlang	482 Happy Canyon Road Castle Rock, Colorado 80104
Thomas Jones	482 Happy Canyon Road Castle Rock, Colorado 80104

Section 7.02. Membership of Board of Directors.. During the Appointment Period, the Board of Directors shall consist of seven Directors, and Declarant shall have and hereby reserves the continuing right to appoint four of such Directors during such Appointment Period and the rest of the Owners (excluding Declarant) shall have the right to appoint three of such Directors during the Appointment Period. The Directors selected by the Declarant need not be Members of the Master Association in their individual capacity, notwithstanding the provisions of Section 7.01, but shall be deemed to be agents of the Declarant. The "Appointment period" shall mean the period of time commencing as of the date of recordation of this Master Declaration and continuing until the earliest to occur of the following events: (a) such time as all Expansion Property has become part of the Master Association and the last Privately Owned Site within the Master Association Area has been sold and conveyed by Declarant to non-Declarant Owners; or (b) such date as Declarant shall voluntarily relinquish its right to appoint such four Directors and its right to appoint a majority of the members of the Design Review Committee in accordance with Section 10.3 of the Master Declaration; or (c) December 31, 1999. In the event that Declarant voluntarily relinquishes its right to appoint Directors under this Section before termination of the Appointment period, the Declarant reserves the right of prior written approval of certain actions by the Board of Directors including, by way of illustration but not limitation, the following: (i) any action that increases the annual Assessment only on Declarant's property or imposes a special Assessment only on Declarant's property and (ii) any action that in Declarant's opinion, impairs or restricts Declarant's ability to develop and market its property within Castle Pines North or the operation of the Golf Course and commercial projects developed by Declarant or its assigns which are adjacent to Castle Pines North.

Section 7.03. Election of Directors.. At the first annual meeting of members after the termination of the Appointment Period as defined in Section 7.02, and at each annual meeting of the membership thereafter, Directors shall be elected. Election to the Board of Directors shall be by secret written ballot. At such elections, the members, or their proxies, may cast as many votes as they are entitled to exercise under the provisions of the Master Declaration for each vacancy. The candidate receiving the majority vote shall be elected. In the event no candidate receives a majority vote at the first balloting, a run-off shall be held between the top two candidates. Cumulative voting shall not be permitted.

Section 7.04. Nominating Committee.. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee consisting of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Master Association. The Nominating Committee shall be appointed by the Board of Directors not less than 30 days prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 7.05. Term of Office of Directors. The terms of the first elected Board of Directors shall be determined as they among themselves shall determine, but three Directors shall have three-year terms and the balance shall have two-year terms. Each subsequently elected Director shall have a three-year term of office.

Section 7.06. Removal.. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Master Association, at a meeting called by the Board for that purpose. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 7.07. Compensation.. No Director shall receive compensation for any service he may render to the Master Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

Section 7.08. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VIII

### MEETINGS OF DIRECTORS

Section 8.01. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 8.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Master Association, or by any two Directors, after not less than three days' notice to each Director.

Section 8.03. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 8.04. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice or consent. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

## ARTICLE IX

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 9.01. General. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Master Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these Bylaws, or the Master Declaration directed to be exercised or done by the members.

Section 9.02. Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 9.01 hereof, the Board of Directors shall be empowered and shall have the powers and duties as follows:

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

(b) To establish, make, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of Castle Pines

North with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition, and repair all 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.

(d) To insure and keep insured all the insurable property contained in the Common Area and to maintain casualty and other insurance, all as required by the Master Declaration.

(e) To fix, determine, levy, and collect the pro-rated annual assessments to be paid quarterly by each of the members towards the gross expenses of Castle Pines North, 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. To levy and collect special assessments whenever, in the opinion of the Board, 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; provided, however, that any special assessment shall be subject to approval by at least 67 percent of the votes of each class of members attending a meeting for the purpose of approving such assessment pursuant to Section 8.5 of the Master Declaration if the aggregate special assessment exceeds five percent of the gross annual budget for the Master Association for that year. All special assessments shall be in statement form and shall set forth in detail the various expenses for which the assessments are being made. To levy and collect default assessments for violation of the Castle Pines North Documents or because the Master Association has incurred an expense on behalf of a member under the Castle Pines North Documents.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Master Declaration and these Bylaws. To enforce a late charge of not less than \$50 in connection with any assessments remaining unpaid more than 30 days from the due date for payment thereof, to collect interest at the maximum rate per annum then allowed by statute in the State of Colorado for interest on damages for personal injury or on judgments in other actions, whichever is higher, on unpaid assessments in accordance with Section 8.9 of the Master Declaration, and to exercise other remedies for delinquent assessments as set forth in the Master Declaration.

(g) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Master Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board shall not borrow more than \$2,500 or cause the Master Association to be indebted for more than \$5,000 at any one time without the prior approval of a majority of both classes of members.

- (h) To enter into contracts within the scope of their duties and powers.
- (i) To establish a bank account for the operating account of the Master Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- (j) 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 at convenient weekday business hours.
- (k) To cause any and all access roads, parking areas, and driveways in and to Castle Pines North and across the Property to be maintained.
- (l) To cause the maintenance of the lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation system located on the Common Area for the benefit of the members.
- (m) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.
- (n) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the Class A members who are entitled to vote.
- (o) To supervise all officers, agents, and employees of the Master Association, and to see that their duties are properly performed.
- (p) To cause the Treasurer or the management agent of the Master Association to issue a statement of the status of assessments against a Privately Owned Site, as provided in Section 8.14 of the Master Declaration.

#### Section 9.03. Management Agent.

- (a) The Board of Directors may employ for Castle Pines North a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the management agent, 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 (e), (g) , (h), (m), (n) and (o) of section 9.02 of this Article. The Declarant, or an affiliate or employee of the Declarant, may be employed as management agent.
- (b) No management contract may have a term in excess of three years and must permit termination by either party without cause and without payment of a termination fee on 90 days' or less written notice.

(c) If such management contract is entered into during the period of control by the Declarant or any successor, then it shall terminate absolutely and in any event within 30 days after the termination of control by the Declarant or its successor. All management contracts entered into during the control period shall be subject to review and approval by the Veterans' Administration.

Section 9.04. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform with established AICPA guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two signatures. Cash disbursements shall be limited to amounts of twenty-five dollars and under.

(c) Cash accounts of the Master Association shall not be commingled with any other accounts.

(d) No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Master Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Master Association.

(e) Any financial or other interest which the management agent may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Board of Directors.

(f) Commencing at the end of the calendar quarter in which the first Privately Owned Site is sold and closed and continuing on a quarterly basis, financial reports shall be prepared for the Board of Directors containing:

(i) an Income Statement reflecting all income and expense activity for the preceding three months on an accrual basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding three months on an accrual basis;

(iii) a Delinquency Report listing all Owners who have been delinquent during the preceding quarter in paying the quarterly installments of assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent.

(g) A Balance Sheet as of the last day of the Master Association's fiscal year and an Operating Statement for said fiscal year shall be distributed at the annual meeting of the members. At the written request of any holder, insurer, or guarantor of a First Mortgage on any Privately Owned Site, such statements shall be audited at Master Association expense, and shall be delivered to such requesting holder, insurer, or guarantor within a reasonable time following such request.

(h) 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 which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts) shall be prepared for the Board and available to all members on an annual basis.

Section 9.05. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violations of rules and regulations or of the provisions of the Castle Pines North Documents unless and until the following procedure is followed:

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

(i) the alleged violation;

(ii) the action required to abate the violation;

and

(iii) a time period, not less than ten 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 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 shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and

(iv) the proposed sanction to be imposed.



(c) Hearing.. The hearing shall be held pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall 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 shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The decision of the Board shall be final.

However, in no event shall the Master Association suspend a Privately Owned Site owner's right to use the Master Association Properties or his voting rights for infraction of the Master Association's rules and/or regulations for a period in excess of 60 days. These procedures shall not be necessary in order to impose any sanction or penalty for nonpayment of a delinquent assessment. The Architectural Board shall also employ the above procedures before ordering modification or removal of any improvement erected without its proper consent.

## ARTICLE X

### OFFICERS AND THEIR DUTIES

Section 10.01. Enumeration of Officers. The officers of the Master Association shall be a President, Vice-President, Secretary, and Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 10.02. 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.

Section 10.03. Term. The officers of the Master Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 10.04. Special Appointments. The Board may elect such other officers as the affairs of the Master 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 10.05. 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 shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 10.07. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other, offices except in the case of special offices created pursuant to Section 10.04 of this Article.

Section 10.08. Duties. The duties of the officers are as follows:

- (a) President: 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 all leases,

mortgages, deeds, and other written instruments; and shall cosign all checks and promissory notes.

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

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

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Master Association; keep proper books of account; cause an annual audit of the Master Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and the financial statements provided for by Section 9.04 hereof, and deliver a copy of each to the members.

## ARTICLE XI

### COMMITTEES

The Board shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XII

### CORPORATE SEAL

The Master Association shall have a seal in circular form having within its circumference the words: "Castle Pines North Association, Inc."

## ARTICLE XIII

### INDEMNIFICATION

Section 13.01. Indemnification.. The Master Association shall indemnify every Director and officer, or former Director or officer, and their respective successors, personal representatives, and heirs, against all loss, costs, and expenses, including counsel fees, reasonably incurred by such person in connection with any action, suit, or proceeding to which such person may be made a party by reason of such person's being or having been a Director or officer of the Master Association, except as to matters as to which such person shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of such person's duty to the Master Association. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Master Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person's duties as such Director or officer. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost, and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Master Association as common expenses.

## ARTICLE XIV

### AMENDMENTS

Section 14.01 Amendment. 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, except that the Federal Housing Administration or the Veterans' Administration shall have the right to veto amendments while there is Class B membership.

Section 14.02 Conflicts of Documents.. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control.

ARTICLE XV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the Castle Pines North Association, Inc., have hereunder set our hands this \_\_\_\_\_ day of November, 1984.

\_\_\_\_\_  
J. Patrick Maher

\_\_\_\_\_  
David M. LeBlang

\_\_\_\_\_  
Thomas Jones

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Castle Pines North Association, Inc., a Colorado nonprofit corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Master Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of November, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Master Association this \_\_\_\_\_ day of November, 1984.

\_\_\_\_\_  
Secretary

[SEAL]

**AMENDMENT TO THE BYLAWS  
OF  
CASTLE PINES NORTH ASSOCIATION, INC.**

**RECITALS**

WHEREAS, the Bylaws of Castle Pines North Association, Inc. ("Bylaws") have previously been adopted by the Board of Directors.

WHEREAS, Section 6.06 of the Bylaws provides that a Delegate shall have the right to vote at a meeting of Delegates by proxy.

WHEREAS, Article IX of the Articles of Incorporation of Castle Pines North Association, Inc. ("Articles") states that a Delegate shall not be entitled to vote by proxy.

WHEREAS, to better serve the interests of the Association and to make the Articles and Bylaws consistent, the Board of Directors desires to amend the Bylaws.

WHEREAS, Section 14.01 of the Bylaws provides that the Bylaws may be amended at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Directors.

**NOW THEREFORE**, the members of the Board of Directors of the Association hereby certify and state:

1. Section 6.06 of the Bylaws (Proxies) is hereby deleted in its entirety and replaced with the following language:

Section 6.06. Proxies. At any meeting of the Delegates a Delegate shall not be entitled to vote by proxy.

2. Section 6.07 of the Bylaws (Quorum at Delegates' Meetings) is hereby deleted in its entirety and replaced with the following language:

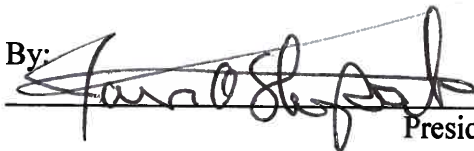
Section 6.07. Quorum at Delegates' Meetings. Except as may otherwise be provided in the Master Declaration, the Articles of Incorporation or these Bylaws, and except as hereafter provided with respect to the calling of another meeting of Delegates, the presence in person of Delegates entitled to cast more than 50% of the votes of all Delegates shall constitute a quorum at any meeting of Delegates. Delegates present at a duly organized meeting of Delegates may continue to transact business until adjournment, notwithstanding the withdrawal of Delegates so as to leave less than a quorum. If the required quorum is not present at any meeting of Delegates, another meeting may be called, subject to the notice requirements here above specified, and the presence of Delegates entitled to cast at least 25% of the votes of all Delegates shall, except as may otherwise be provided in the Master Declaration, the Articles of Incorporation or these Bylaws, constitute a quorum at such meeting.

3. Section 6.09 of the Bylaws (Votes Required at Delegates' Meetings) is hereby deleted in its entirety and replaced with the following language:

Section 6.09. Votes Required at Delegates' Meetings. At any meeting of Delegates, if a quorum is present, a majority of the votes present in person and entitled to be cast on a matter shall be necessary for the adoption of the matter, including the election of Directors, unless a greater proportion is required by law, the Master Declaration, the Articles of Incorporation or these Bylaws.

4. All other provisions of the Bylaws shall remain in full force and effect, unmodified, except as expressly modified and amended herein.

The above and foregoing Amendment to the Bylaws of Castle Pines North Association, Inc. is executed by the Board of Directors of the Castle Pines North Association, Inc. effective the 18th day of June, 2009.

By:   
President

Certification:

I, the duly elected and acting Secretary of the Castle Pines North Association, Inc. hereby certify that this Amendment to the Bylaws of Castle Pines North Association, Inc. was duly approved and adopted at a meeting of the Board of Directors, held on June 18, 2009.

Castle Pines North Association, Inc.

By:   
Secretary

# 2nd AMENDMENT TO THE BYLAWS OF CASTLE PINES NORTH ASSOCIATION, INC.

WHEREAS, the Bylaws of Castle Pines North Association, Inc. ("Association"), as amended, have previously been adopted by the Board of Directors of the Association;

WHEREAS, Article XIV, Section 14.01 of the Bylaws allows the Board of Directors to amend the Bylaws;

Now, THEREFORE, the members of the Board of Directors of the Association, wishing to further amend the Bylaws, hereby certify and state:

1. Article VII, Section 7.03 Election of Directors is hereby deleted in its entirety to be restated to read as follows:

*Section 7.03. Election of Directors. At the first annual meeting of members after the termination of the Appointment Period as defined in Section 7.02, and at each annual meeting of the membership thereafter, Directors shall be elected. Election to the Board of Directors shall be by secret written ballot. At such elections, the members may cast as many votes as they are entitled to exercise under the provisions of the Master Declaration for each vacancy. The candidate receiving the majority vote shall be elected. In the event no candidate receives a majority vote at the first balloting, a run-off shall be held between the top two candidates. Cumulative voting shall not be permitted.*

2. Article VII, Section 7.04 Nominating Committee is hereby deleted in its entirety to be restated to read as follows:

*Section 7.04. Nominating Committee. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors may be made by a Nominating Committee consisting of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Master Association. The Nominating Committee, when seated, shall be appointed by the Board of Directors not less than 30 days prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.*

3. All other provisions of the Bylaws, as amended, shall remain in full force and effect, unmodified, except as expressly modified and amended herein.



The above and foregoing 2nd Amendment to the Bylaws of Castle Pines North Association, Inc., is adopted by the Board of Directors of Castle Pines North Association, Inc., effective this 15<sup>th</sup> day of October, 2009.

Castle Pines North Association, Inc.

By:

  
President

## CERTIFICATION

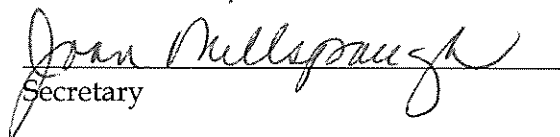
I, the undersigned, do hereby certify:

That I am the duly-elected and acting Secretary of Castle Pines North Association, Inc., a Colorado nonprofit corporation, and that the foregoing 2nd Amendment to the Bylaws of Castle Pines North Association, Inc., constitutes a duly-adopted amendment to the Bylaws of the Association, pursuant to the Association's Declaration and Bylaws and Section 7-128-202 of the Colorado Revised Statutes 2009.

Executed this 15<sup>th</sup> day of October, 2009.

Castle Pines North Association, Inc.

By:

  
Secretary

# 3rd AMENDMENT TO THE BYLAWS OF CASTLE PINES NORTH ASSOCIATION, INC.

WHEREAS, the Bylaws of Castle Pines North Association, Inc. (hereafter, the "Association"), as amended, have previously been adopted by the Board of Directors of the Association;

WHEREAS, Article XIV, Section 14.01 of the Bylaws allows the Board of Directors to amend the Bylaws;

For the purpose of this Amendment, a Resident shall be defined the same as a Member from Section 2.37 of the Master Declaration, "any person or entity holding membership in the Master Association."

Now, **THEREFORE**, the members of the Board of Directors of the Association, wishing to further amend the Bylaws, hereby certify and state:

1. Article VII shall be amended and restated to include the addition of Section 7.09 as follows:

*Section 7.09. Core Values. The Board of Directors of the Association has defined the following Core Values that shape the culture and define the character of the Association, and guide how members of the Board behave towards each other in fulfilling their duties, making decisions, and holding each other accountable to the Core Values of the Association, as herein defined. The Core Values document, which repeats the items below, shall be signed by each Director at the beginning of each calendar year as an affirmation of their understanding of, and commitment to abide by, the Association's Core Values, as defined below, and such affirmation shall be a condition of a Director's qualifications as defined in Section 7.01 as amended.*

- (1) Stewardship. Fulfilling our obligation to promote the value of real property for the benefit of all Residents in our community and to further the common interests and promote the health, safety, and welfare of the Residents. Meeting our commitments to all Delegates, Residents, and other interested parties, and helping improve our community.*
- (2) Integrity. Being ethically unyielding and honest and inspiring trust by saying what we mean, matching our behaviors to our words, and taking responsibility for our actions.*
- (3) Respect For The Individual. Valuing experience and unique contributions, fostering a trusting, open and inclusive working environment, and treating each Board Member in a manner that reflects the Association's Core Values.*
- (4) Value Creation. Working to enable the Master Association to become a first-class representative of our community and creating long-term mutually beneficial relationships by being responsive, relevant and consistently delivering value to the Residents.*
- (5) Collaboration. Retaining the best talent for our organization, challenging our members, demonstrating a "can-do" attitude, and fostering a collaborative, and mutually supportive, work environment. One critical aspect of a successful collaborative environment is confidentiality; meaning that each Board Member must*

*have absolute confidence concerning the confidentiality and privacy of personal or electronic communications between and among all Board Members, subject to any legally-required disclosures. This confidence necessarily extends to any related materials used by Board Members that assist the Board in making the decisions necessary to effectively run the Association. Collaboration requires that all Directors have available to them all information related to the responsibilities and operations of the Master Association obtained by or available to any other Director.*

2. All other provisions of the Bylaws shall remain in full force and effect, unmodified, except as expressly modified and amended herein.

The above and foregoing 3rd Amendment to the Bylaws of Castle Pines North Association, Inc. is adopted by the Board of Directors of Castle Pines North Association, Inc., effective this 15th day of May, 2010.

Castle Pines North Association, Inc.

By:



\_\_\_\_\_  
President

## CERTIFICATION

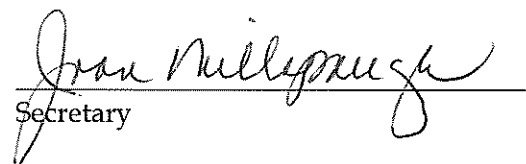
I, the undersigned, do hereby certify:

That I am the duly-elected and acting Secretary of Castle Pines North Association, Inc., a Colorado nonprofit corporation, and that the foregoing 3rd Amendment to the Bylaws of Castle Pines North Association, Inc., constitutes a duly-adopted amendment to the Bylaws of the Association, pursuant to the Association's Master Declaration and Bylaws.

Executed this 15th day of May, 2010.

Castle Pines North Association, Inc.

By:



\_\_\_\_\_  
Secretary

# 4th AMENDMENT TO THE BYLAWS OF CASTLE PINES NORTH ASSOCIATION, INC.

WHEREAS, the Bylaws of Castle Pines North Association, Inc. (hereafter, the "Association"), as amended, have previously been adopted by the Board of Directors of the Association;

WHEREAS, Article XIV, Section 14.01 of the Bylaws allows the Board of Directors to amend the Bylaws;

For the purpose of this Amendment, a Resident shall be defined the same as a Member from Section 2.37 of the Master Declaration, "any person or entity holding membership in the Master Association."

Now, THEREFORE, the members of the Board of Directors of the Association, wishing to further amend the Bylaws, hereby certify and state:

1. Article VII, Section 7.01, currently reads as follows:

*Section 7.01. Number. The affairs of this Master Association shall be managed by a Board of from three to nine directors who shall be Members of the Master Association. After the Appointment Period as defined in Section 7.02, the number of directors may be increased or decreased from time to time by amendment of these Bylaws; provided however, that the number of Directors shall not be less than three. Notwithstanding the provisions of Section 7.02, until the first annual meeting of Delegates, the number of Directors shall be three and Declarant shall have the right to appoint all three of such Directors. The names and addresses of three persons who are to initially act in the capacity of Directors until the selection of their successors are:*

*J. Patrick Maher*

*David M. LeBlang*

*Thomas Jones*

ADDRESS

*482 Happy Canyon Road  
Castle Rock, Colorado 80104*

*482 Happy Canyon Road  
Castle Rock, Colorado 80104*

*482 Happy Canyon Road  
Castle Rock, Colorado 80104*

2. Article VII, Section 7.01, shall be amended and restated to read as follows:

*Section 7.01. Number and Qualifications of Directors.*

*A. The affairs of this Master Association shall be managed by a Board of from three to nine Directors who shall be Residents of the Master Association. After the Appointment Period as defined in Section 7.02, the number of directors may be increased or decreased from time to time by amendment of these Bylaws; provided however, that the number of Directors shall not be less than three. Notwithstanding the provisions of Section 7.02, until the first annual meeting of Delegates, the number of Directors shall be three and Declarant shall have the right to appoint all three of such Directors. The names and addresses of three persons who are to initially act in the capacity of Directors until the selection of their successors are:*

J. Patrick Maher  
David M. LeBlang  
Thomas Jones

ADDRESS  
482 Happy Canyon Road  
Castle Rock, Colorado 80104  
482 Happy Canyon Road  
Castle Rock, Colorado 80104  
482 Happy Canyon Road  
Castle Rock, Colorado 80104

- B. To serve on the Board of Directors, the following requirements must be met and maintained:
- (1) Membership in good standing of the Master Association (not delinquent in payment of Master or Subassociation assessments or currently in documented violation of any Master or Subassociation Covenants, Bylaws or other Governing Documents);
  - (2) Residential property owner;
  - (3) Only one member of a household may serve on the Master Association Board;
  - (4) Over 18 years of age; and
  - (5) Annually sign and abide by the Master Association Core Values.

3. Article VII, Section 7.06, currently reads as follows:

*Section 7.06. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Master Association, at a meeting called by the Board for that purpose. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.*

4. Article VII, Section 7.06, shall be amended and restated to read as follows:

*Section 7.06. Removal of a Director.*

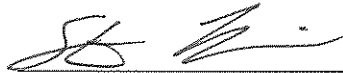
- A. *Any Director may be removed from the Board, with or without cause, by a majority vote of the Delegates of the Master Association present (each Delegate having one vote), at a meeting called by the Board for that purpose. In the event of death, resignation, or removal of a Director, their successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of their predecessor.*
- B. *Any Director may be removed from the Board by a unanimous vote of all other members of the Board of Directors, following the procedures outlined below.*
- (1) *A concern is brought in writing to the Board, from a Director, alleging a Director no longer meets the qualifications of a Director as outlined in the amended Section 7.01 of the Bylaws (above, hereafter known as "Section 7.01"). Homeowners may approach a Director with such a concern, but the concern itself must be presented to the Board by a Director.*
  - (2) *A hearing will be held, at which the attendance will consist of: the Director alleged to have violated Section 7.01, if that Director elects to attend; all other members of the Board of Directors; any Delegate who wishes to attend; and any other person(s) the Board, or Director in question, specifically invite to participate, to determine whether the Director no longer meets the qualifications of a Director as outlined in Section 7.01.*
  - (3) *Written notice will be sent via currently-accepted notification practices to all Delegates and Board members containing the date, time, place and purpose of the meeting.*

- (4) *No decision will be announced at the hearing; the Directors will meet in Executive Session to discuss the information presented at the hearing.*
  - (5) *Following the Executive Session, at the next regular meeting of the Board of Directors, the President (or Vice President, if the concern is for the President) shall disclose:*
    - (a) *A concern about a Director's qualifications was presented to the Board (without detail);*
    - (b) *A hearing was held to determine whether the Director in question met the required qualifications of a Director as outlined in Section 7.01; and*
    - (c) *In the Executive Session, the Board determined the following regarding the Director in question:*
      - (i) *The Director in question meets the qualifications of a Director as outlined in Section 7.01, and no further action will be taken; or*
      - (ii) *The Director in question does not meet the qualifications of a Director, must step down from their position as a Director, will no longer be recognized as a Director, and the position will be considered vacant by the Board.*
5. All other provisions of the Bylaws shall remain in full force and effect, unmodified, except as expressly modified and amended herein.

The above and foregoing 4th Amendment to the Bylaws of Castle Pines North Association, Inc. is adopted by the Board of Directors of Castle Pines North Association, Inc., effective this 15th day of April, 2010.

Castle Pines North Association, Inc.

By:



\_\_\_\_\_  
President (or Vice President)

## CERTIFICATION

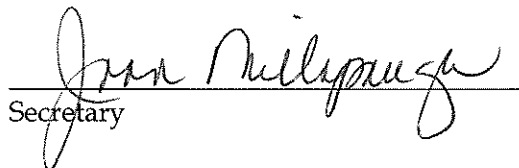
I, the undersigned, do hereby certify:

That I am the duly-elected and acting Secretary of Castle Pines North Association, Inc., a Colorado nonprofit corporation, and that the foregoing 4th Amendment to the Bylaws of Castle Pines North Association, Inc., constitutes a duly-adopted amendment to the Bylaws of the Association, pursuant to the Association's Declaration and Bylaws.

Executed this 15th day of April, 2010.

Castle Pines North Association, Inc.

By:

  
\_\_\_\_\_  
Secretary

# 5th AMENDMENT TO THE BYLAWS OF CASTLE PINES NORTH ASSOCIATION, INC.

WHEREAS, the Bylaws of Castle Pines North Association, Inc. (hereafter, the "Master Association"), as amended, have previously been adopted by the Board of Directors of the Association;

WHEREAS, Article XIV, Section 14.01 of the Bylaws allows the Board of Directors to amend the Bylaws;

For the purpose of this Amendment, a Resident shall be defined the same as a Member from Section 2.37 of the Master Declaration, "any person or entity holding membership in the Master Association."

Now, THEREFORE, the members of the Board of Directors of the Association, wishing to further amend the Bylaws, hereby certify and state:

1. Article II currently reads as follows:

## OBJECT AND DEFINITIONS

*Section 2.01. Purposes. The specific purpose for which the Master Association is formed is to provide for the maintenance, preservation, and control of the Common Area and the real property (the "Property") which has been submitted to the Master Declaration for Covenants, Conditions, Restrictions, and Easements for Castle Pines North dated October 18, 1984, and recorded in the records of the Clerk and Recorder of Douglas County, Colorado, on October 22, 1984, in Book 544 at Page 588 (the "Master Declaration"), and to promote the health, safety, and welfare of the Owners and residents within Castle Pines North.*

*Section 2.02. Definitions. The defined terms used in these Bylaws shall have the same meaning as the same terms have in the Master Declaration.*

2. Article II shall be amended and restated to read in its entirety as follows:

## MISSION STATEMENT, PURPOSE, AND DEFINITIONS

*Section 2.01. Purpose. The specific purpose for which the Master Association is formed is to provide for the maintenance, preservation, and control of the Common Area and the real property (the "Property") which has been submitted to the Master Declaration for Covenants, Conditions, Restrictions, and Easements for Castle Pines North dated October 18, 1984, and recorded in the records of the Clerk and Recorder of Douglas County, Colorado, on October 22, 1984, in Book 544 at Page 588 (the "Master Declaration"), and to promote the health, safety, and welfare of the Owners and residents within Castle Pines North.*

*Section 2.02. Mission Statement. The Master Association's stated mission is to promote and represent the interests of each of the Residents, and their property, as well as promote their health, safety and welfare. The Master Association fulfills this purpose through the actions of the elected members of the Master Association's Board of Directors (the "Board"). The Board members are each committed to act at all times as advocates for, and in the best interests of, the Residents and the community as a whole. The Board members are also dedicated to improving*

*communication with Residents, and to providing the best and most effective and efficient services to all Residents. These services are enumerated in the Board's evolving Strategic Objectives Policy, and include the Board acting as a leading advocate on behalf of the Residents in order to leverage their collective interests with regard to matters of mutual importance to the Master Association, the City of Castle Pines North, the City of Castle Pines North Metropolitan District, and other interested third parties.*

*The Board members will continuously endeavor to foster a collaborative environment in which each Resident feels free to participate in, and contribute their efforts to, assisting the Board in planning and realizing the actions necessary to achieve the purpose, mission and Strategic Objective Policy of the Master Association, for the benefit of the Residents and the community as a whole.*

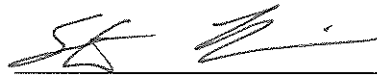
*Section 2.03. Definitions. The defined terms used in these Bylaws shall have the same meaning as the same terms have in the Master Declaration.*

3. All other provisions of the Bylaws shall remain in full force and effect, unmodified, except as expressly modified and amended herein.

The above and foregoing 5th Amendment to the Bylaws of Castle Pines North Association, Inc. is adopted by the Board of Directors of Castle Pines North Association, Inc., effective this 15th day of April, 2010.

Castle Pines North Association, Inc.

By:

  
\_\_\_\_\_  
President

## CERTIFICATION

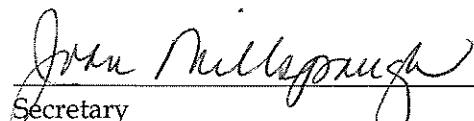
I, the undersigned, do hereby certify:

That I am the duly-elected and acting Secretary of Castle Pines North Association, Inc., a Colorado nonprofit corporation, and that the foregoing 5th Amendment to the Bylaws of Castle Pines North Association, Inc., constitutes a duly-adopted amendment to the Bylaws of the Association, pursuant to the Association's Master Declaration and Bylaws.

Executed this 15th day of April, 2010.

Castle Pines North Association, Inc.

By:

  
\_\_\_\_\_  
Secretary