

AMENDED AND RESTATED BYLAWS

OF

THE PLUM CREEK MASTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is The Plum Creek Master Homeowners Association, Inc., a Colorado Nonprofit Corporation (the "Master Association").

ARTICLE II

DEFINITIONS

All terms used in these Bylaws shall have the definitions as set forth in the Act, in addition to the following definitions:

Section 1. "Act" shall mean and refer to the Colorado Common Interest Ownership Act, as amended, C.R.S. §§38-33.3-101 et seg.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of The Plum Creek Master Homeowners Association, Inc. filed with the Secretary of State of the State of Colorado, as the same may be amended from time to time.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Master Association (synonymous with the term "executive board" as that term is used in the Act).

Section 4. "Common Area" shall mean and refer to all property (including the improvements thereto) owned by any Subassociation for the common use and enjoyment of the members of such Subassociation.

Section 5. "Common Elements" shall mean and refer to all Common Elements, if any, including General Common Elements and Limited Common Elements, as defined in the Supplemental Declarations.

Section 6. "Common Property" shall mean and refer to all property (including the improvements thereto) owned by the Master Association for the common use and enjoyment of the Owners. The Common Property to be owned by the Master Association at the time

of the conveyance of the first Lot or Condominium Unit is as described in the Master Declaration.

Section 7. "Condominium Unit" shall mean and refer to the fee simple interest and title in and to an Individual Air Space Unit, together with all fixtures and improvements therein contained, and together with the undivided interest in the Common Elements appurtenant to such Individual Air Space Unit.

Section 8. "Declarant" shall mean and refer to EDI - Castle Rock Land Holdings, Inc., a Colorado corporation, its successors and assigns, if such successors and assigns should acquire at least one undeveloped parcel of land within the Properties for the purpose of development.

Section 9. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust, or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of Douglas, Colorado, having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgage" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the original seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the office of the Clerk and Recorder of the County of Douglas, Colorado, show the said Administrator as having the record title to the Lot or Condominium Unit.

Section 10. "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage (including the Administrator of Veterans Affairs, an officer of the United States of America, and his assigns under any executory land sales contract where the said Administrator is identified as the seller, whether such contract is recorded or not and the land records of the Clerk and Recorder of the County of Douglas, Colorado, show the said Administrator as having the record title to the Lot or Condominium Unit), or any successor to the interest of any such person under such First Mortgage.

Section 11. "Individual Air Space Unit" shall mean and refer to the air space contained within the enclosed room or rooms occupying part of a floor or floors in a Condominium Building and bounded by the unfinished interior surfaces of the perimeter walls (or the adjoining walls, if two or more Individual Air Space Units adjoin each other), unfinished interior surfaces of floors (or lowermost floors, if it is an Individual Air Space Unit containing more than one level), windows and window frames, door and door frames, of a Condominium

Building and separately identified on any recorded condominium map of the Properties or any portion thereof. Said Individual Air Space Unit shall be used for residential purposes only and shall have access to a public street.

Section 12. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties or any portion thereof, with the exception of the Common Property, Common Area, Common Elements, and public streets, but together with all appurtenances and improvements now or hereafter thereon.

Section 13. "Master Association" shall mean and refer to The Plum Creek Master Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns.

Section 14. "Master Declaration" shall mean and refer to that certain Master Declaration creating Covenants, Conditions, Restrictions, and Easements for Plum Creek, recorded in the office of the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 15. "Member" shall mean and refer to each Owner of a Lot or Condominium Unit that is subject to assessment under the Master Declaration; membership in the Master Association shall be appurtenant to, and may not be separated from, ownership of a Lot or Condominium Unit.

Section 16. "Owner" or "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Condominium Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "Properties" shall mean and refer to that certain real property described in the Master Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Master Association.

Section 18. "Residence" shall mean and refer to a Single Townhome, a Condominium Unit or a Single-Family Residence.

Section 19. "Rules and Regulations" shall mean and refer to all written rules and regulations enacted by the Board of Directors by resolution pursuant to the provisions of these Bylaws and of the Act.

Section 20. "Single-Family Residence" shall refer to a Lot the Owner of which is not subject to membership in a Subassociation.

Section 21. "Subassociation" shall mean and refer to any Colorado nonprofit corporation, its successors and assigns, organized and established by Declarant pursuant to or in connection with any Supplemental Declaration.

Section 22. "Supplemental Declaration" shall mean and refer to each Declaration of Covenants, Conditions, and Restrictions and each Condominium Declaration to which the Properties or any portion thereof is now or may hereafter be subjected, provided that each such Supplemental Declaration shall be executed by Declarant and recorded in the office of the Clerk and Recorder of the County of Douglas, State of Colorado.,

Section 23. "Townhome" shall mean and refer to a Lot the Owner of which is subject to membership in a Subassociation.

ARTICLE I I I

MEETINGS AND ACTIONS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Master Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year as the month in which the first annual meeting was held, the specific date, time, and location thereof to be designated by the Board of Directors from time to time.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of the votes of the Class A membership, one-fourth (1/4) of the votes of the Class B membership and one-fourth (1/4) of the votes of the Class C membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association for the purposes of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Master Declaration, or

these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Unless otherwise specifically provided by the Master Declaration, the Articles of Incorporation, these Bylaws, or by statute, all matters coming before a meeting of Members at which a proper quorum is in attendance, in person and/or by proxy, shall be decided by the vote of a majority of the votes validly cast at such meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or Condominium Unit.

Section 6. Voting.

6.1 If only one of several Owners is present at a meeting of the Association, the Owner present is entitled to cast the Vote. If more than one of the Owners is present, the Vote may be cast only in accordance with the agreement of a majority of the Owners of that Lot or Condominium Unit. Majority agreement exists if any one of the Owners casts the Vote without protest being made promptly to the person presiding over the meeting by another Owner of that same Lot or Condominium Unit.

6.2 Votes allocated to a Lot or Condominium Unit may be cast under a proxy duly executed by an Owner. If a Lot or Condominium Unit is owned by more than one person, each Owner of the Lot or Condominium Unit may vote or register protest to the casting of votes by the other owners of the Lot or Condominium Unit through a duly executed proxy. A Lot or Condominium Unit Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

6.3 The Vote of a corporation or limited liability company may be cast by an officer of that corporation or by the manager of the limited liability company in the absence of express notice of the designation of a specific person by the Board of Directors, members, manager, operating agreement or bylaws of the owning corporation or limited liability company. The Vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, limited liability

company, partnership or Lot or Condominium Unit is qualified to vote.

6.4 In cases where written ballots are delivered to Owners, any Owners' failure to respond, in writing, within thirty (30) days after receipt of such ballot, shall be deemed an affirmative vote on all issues contained in such ballot.

6.5 A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of the Members or by written ballot, within the meanings of these Bylaws, if, and only if, he shall have fully paid all assessments made or levied against him and the Lot or Condominium Unit owned by him. Lot or Condominium Unit owned by him.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. Except as otherwise provided below, the affairs of the Association shall be governed by a Board of seven Directors. In the case where there is an insufficient number of Members running for election to the Board of Directors, or where through removal or resignation, the total number of Directors is less than seven, the Board will be considered properly constituted with less than seven members; provided, however, in no event shall the Board of Directors be reduced to less than three. The number of Directors may be increased or decreased by amendment of these Bylaws; provided, however, that the number of Directors shall not be reduced to less than three.

Section 2. Qualification. All candidates for a Board of Directors position must have the following qualifications:

2.1 Candidates for the Board of Directors must be Members in good standing and eligible to vote.

2.2 No more than two Directors may be Owners from any one of the following Subassociations or developments:

- Estates Above Plum Creek
- Players Club Villas
- Champions Court
- Masters Club
- The Pines (Fairway 6)
- Fairway 4
- Players Club Estates.

2.3 If any Lot or Condominium Unit is owned by a partnership, corporation, or other legal entity, any officer, partner, member or employee of that Owner shall be eligible to serve on the Board of Directors and shall be deemed to be an Owner for the purposes of the preceding sentence.

Section 3. Term of Office-Staggered Terms. Except as is otherwise provided by these Bylaws, the Directors shall hold office until their successors have been elected and qualified. The terms of the members of the Board of Directors shall expire as follows:

a. At least two Directors shall be elected to serve one-year terms;

b. At least two Directors shall be elected to serve two-year terms; and

c. At least two Directors shall be elected to three-year terms.

Notwithstanding any provision herein to the contrary, the first election pursuant to these Bylaws shall provide for the existing members of the Board of Directors to serve out their terms, and the remaining four shall be elected to serve the following terms: (i) one shall be elected to serve a one-year term, (ii) one shall be elected to serve a two-year term, and (iii) two shall be elected to serve three-year terms.

Section 4. Nominations. Nomination for election to the Board of Managers shall be made by a Nominating Committee appointed by the Board. Nominations may also be made from the floor at the annual meeting.

Section 5. Elections. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Further, at any meeting at which members of the Board of Directors are to be elected, the Members may, by resolution, adopt additional specific procedures which are not inconsistent with these Bylaws or the Colorado Nonprofit Corporation Act for conducting the elections.

Section 6. Removal. Any Director may be removed from the Board of Directors, with or without cause, by a two-thirds vote of all Members present and entitled to vote, at any meeting of the Members at which a quorum is present.

Section 7. Vacancies. Except in the case of removal of an Board member by a vote of the Members, vacancies may be filled at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of the vacancy, even though the members of the Board of Directors present at that meeting may constitute less than a quorum. These appointments shall be made by a majority of the remaining Directors. Each person so elected

or appointed shall serve on the Board of Directors for the remainder of the term of the Director so replaced.

Section 8. Compensation. No Director shall receive compensation for any service he may render to the Master Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 9. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 10. Powers and Duties. In addition to those powers granted to unit owners' associations pursuant to the Act, the Board of Directors has the power to:

- a. Adopt and amend Bylaws and Rules and Regulations;
 - b. Adopt and amend budgets for revenues, expenditures and reserves;
 - c. Collect assessments for Common Expenses from Unit Owners;
 - d. Hire and discharge managing agents;
 - e. Hire and discharge employees, independent contractors and agents other than managing agents;
 - f. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Association's Declaration, Bylaws or Rules and Regulations in the Association's name, on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
 - g. Make contracts and incur liabilities;
 - h. Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
 - i. Cause additional improvements to be made as a part of the Common Elements;
7. Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;

k. Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements;

l. Impose and receive a payment, fee or charge for services provided to Unit Owners and for the use, rental or operation of the Common Elements;

m. Impose reasonable charges for late payment of assessments and, after notice and hearing, levy a reasonable fine for a violation of the Declaration, Bylaws or Rules and Regulations of the Association;

n. Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid assessments;

o. Provide for the indemnification of the Association's officers and the Board of Directors and maintain directors' and officers' liability insurance;

p. Exercise any other powers conferred by the Declaration, the Articles of Incorporation, Bylaws, the Act and the Colorado Nonprofit Corporation Act;

q. Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

r. Exercise any other power necessary and proper for the governance and operation of the Association; and

s. By resolution, establish committees, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board of Directors. Actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within 45 days of publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board of Directors at its next regular meeting.

t. Upon the violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any provision of the Master Declaration, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

(i) To enter the Lot or Condominium Unit or Limited Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that

may exist in that Lot or Condominium Unit) that is existing and creating a danger to the Common Elements or Common Property contrary to the intent and meaning of the provisions of the Rules and Regulations or the Master Declaration. The Board of Directors shall not be deemed liable for any manner of trespass by this action; or

(ii) To enjoin, abate or remedy by appropriate legal proceedings, either at law or. in equity, the continuance of any such breach.

u. adopt resolutions providing for fines or other monetary penalties for the infraction of its Rules and Regulations or of the Master Declaration. Fines will be levied after notice thereof and an opportunity to be heard. The Board of Directors may levy fines in amounts that it, in its sole discretion, shall determine to be reasonable for each violation of the Master Declaration, these Bylaws, Rules or Regulations, including those violations which persist after notice and an opportunity for a hearing is given.

v. adopt and strictly enforce written design guidelines it deems necessary to implement the provisions of the Master Declaration, and which for all purposes shall be considered Rules and Regulations of the Master Association.

w. employ a Manager for the Common Interest Community, at a compensation established by the Board of Directors, to perform duties and services-authorized by the Board of Directors.

x. as more fully provided in the Master Declaration, to fix the amount of the annual assessment against each Lot and Condominium Unit at least thirty (30) days in advance of each annual assessment period.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. 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 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Master Association, or by a majority of the Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting of the Board of Directors at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

RIGHTS OF THE MASTER ASSOCIATION

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

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Master Association shall be a president and vice president, who shall at all times be Members of the Board of Directors, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. 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 3. Term. The officers of this Master Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or shall otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors 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 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary of the Master Association. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors and Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign or authorize a designated agent to co-sign all promissory notes and checks of the Master Association.

Vice President

The vice president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the vice president by the Board of Directors.

Secretary

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

Treasurer

The treasurer or a designated agent shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign or authorize a designated agent to sign all promissory notes and checks of the Master Association; shall keep proper books of account; shall cause an annual compilation report of the Master Association books to be made by a Certified Public Accountant at the completion of each fiscal year or, at the option of the Board of

Directors, an annual review or audited financial statement may be required; and shall prepare an annual budget to be presented to the membership at its regular annual meeting, and deliver a copy to the Members.

Officers and Managers

The treasurer, assistant treasurer, a manager employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with Section 316 of the Act.

ARTICLE VIII

COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors or Declarant, as more fully provided in the Master Declaration, shall appoint an Architectural Control Committee. The Board of Directors shall also appoint a Nominating Committee as provided in these Bylaws, Further, the Board of Directors and may appoint other committees as it deems appropriate in carrying out its purposes.

ARTICLE IX

BOOKS AND RECORDS

The Master Association shall make available to Owners, First Mortgagees of Lots, First Mortgagees of Condominium Units, and insurers or guarantors of any such First Mortgage, current copies of the Master Declaration, Articles of Incorporation, these Bylaws, the rules and regulations, books, records, and financial statements of the Master Association. "Available" shall mean available for inspection, upon request, during normal weekday hours or under other reasonable circumstances.

ARTICLE X

ASSESSMENTS

As more fully provided in the Master Declaration, and as more particularly prescribed by the Act, each Member is obligated to pay assessments to the Master Association, which assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessment or portion thereof which is not paid when due shall be delinquent. Any assessment or portion thereof which is not paid within ten (10) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum and the Master Association may assess a monthly late charge thereon. The

Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot or

Condominium Unit, and in the event a judgment is obtained, such judgment shall include interest and late charges on the assessments, as above provided, and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for in the Master Declaration by non-use of the Common Property or abandonment of his Lot or Condominium Unit

ARTICLE XI
CORPORATE SEAL

The Master Association shall have a seal in circular form and within its circumference the words: THE PLUM CREEK MASTER HOMEOWNERS ASSOCIATION, INC. - COLORADO.

ARTICLE XII
AMENDMENTS

These Bylaws may be amended only by a vote of two-thirds of the members of the Board of Directors at any meeting duly called for such purpose, following notice and comment to all Members. Provided, however, that (i) no amendment of these Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage or deed of trust encumbering any Lot or Condominium Unit or which would change the provisions of the Bylaws with respect to institutional mortgagees of record, and (ii). that subject to Article XIII, Section 6 of the Master Declaration, the written consent of the County of Douglas, Colorado, shall be required for any amendment which would dissolve the Master Association.

ARTICLE XIII
CONFLICTS OF PROVISIONS

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

ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Master Association shall indemnify every Director, officer, agent, member of the architectural control committee, member of the advisory committee, and employee, and any former director,

officer, agent, member of the architectural control

committee and employee against all loss, costs, and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or proceeding to which such person may be made a party by reason of being or having been such a director, officer, agent, member of the architectural control committee or employee of the Master Association, except for matters in which such person shall be finally adjudged to be liable for gross negligence or fraud. Any such indemnity shall be limited to and may only be paid out of the insurance proceeds provided by an insurer furnishing officers and directors errors and omissions insurance coverage and any other insurance protecting the Master Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical, and other similar coverage, it being the intent and purpose of this provision to limit all payments or settlements in indemnification to the actual proceeds of insurance policies. No indemnification shall be provided for acts constituting gross negligence, nor for fraud, nor for more reprehensible conduct. In the event of a settlement, the settlement shall be approved by the insurance carrier and paid for by the insurance carrier out of the insurance proceeds. The foregoing rights shall not be exclusive of other rights to which such director, officer, agent, member of the architectural control committee or employee may be entitled.

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 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 Plum Creek Master Homeowners Association, Inc., have hereunto set our hands this _____ day of February, 1994.

Further Amended as of February 2005

BOARD OF DIRECTORS

**FIRST AMENDMENT OF THE AMENDED AND RESTATED BYLAWS OF THE PLUM
CREEK MASTER HOMEOWNERS ASSOCIATION, INC.**

This Amendment of the Amended and Restated Bylaws of the Plum Creek Master Homeowners Association, Inc. shall change the number of Directors serving on the Board from seven Directors to five Directors, and modify the term served by the Directors as set forth in more detail below.

This Amendment shall become effective upon the affirmative vote of two-thirds of the Members of the Board at a meeting called for the purpose of amending Article IV of the Bylaws following notice and comment of the Members of the Association.

Recitals:

1. Article IV, Section 1 of the Amended and Restated Bylaws of the Plum Creek Master Homeowners Association, Inc. ("Existing Bylaws") provides:

The Association shall be governed by a Board of seven Directors . . . the number of Directors may be increased or decreased by amendment of these Bylaws; provided, however, that the number of Directors shall not be reduced to less than three.

2. Article IV, Section 3 of the Existing Bylaws establish that at least two Directors shall be elected to serve one-year terms; at least two Directors shall be elected to serve two-year terms; and at least two Directors shall be elected to serve three-year terms.

3. The Board of Directors acknowledges the benefits of employing staggered terms for Members of the Board, and desires to continue to employ staggered terms for future Members of the Board. However, based on the reduction in the number of Board Members from seven to five an alternative method of staggering the terms of future Board Members must be implemented.

THEREFORE, upon notice and comment of the Members of the Association and the affirmative vote of at least two-thirds of the Members of the Board the Existing Bylaws are amended as follows:

Article IV, Section 1 of the Existing Bylaws shall be amended to establish the number of Members of the Board as five. The remainder of Article IV, Section 1 shall be unaffected by this amendment.

Article IV, Section 3, subsections (a), (b), and (c) of the Existing Bylaws shall be amended to provide that no Directors shall be elected at the 2010 Annual Meeting of Members; as the terms of two of the seven Members of the Board will expire in 2010 the remaining five Members of the Board will compose the Board of Directors until the Annual Meeting of the Members scheduled for 2011. Beginning with the 2011 Annual Meeting of the Members, the Members of the Association will elect two Members to the Board of Directors in even numbered years and three Members to the Board of

Directors in odd numbered years. The final paragraph of Section 3 shall be deleted and no longer have any effect on the terms of Members of the Board.

This amendment is duly executed and certified this 11th day of November 2009 by FRED JAUCH, acting as the Association President of Plum Creek Master Homeowners Association, Inc. acknowledging that notice of the proposed amendment was mailed to the Members of the Association on November 10, 2009, that the Members were given an opportunity to comment on the proposal, and the Board of Directors voted to adopt this Amendment of the Existing Bylaws.



as President of Plum Creek Master Homeowners Association, Inc.