
2024 RESTATED AND AMENDED BYLAWS
OF
CHERRY CREEK NORTH NEIGHBORHOOD ASSOCIATION

Table of Contents

Page

ARTICLE 1 OFFICES

1.1	Registered Office and Agent.....	1
1.2	Other Offices.....	1
1.3	Boundaries; Participation in Greater Cherry Creek Area	1

ARTICLE 2 MEMBERSHIP

2.1	Categories of Membership.....	2
2.2	General Membership.....	2
2.2.1	Definition	2
2.2.2	Membership Benefits	2
2.3	Supporting Members.....	3
2.3.1	Definition	3
2.3.2	Membership Benefits	3
2.3.3	Multiple Residents at One Address.....	3
2.4	Business Membership	3
2.4.1	Definition	3
2.4.2	Business Member Benefits	3
2.5	Sustaining Social Membership	3
2.5.1	Former Residents; Former Supporting Members	3
2.5.2	Sustaining Social Membership Benefits	4
2.6	Voting Privileges	4
2.6.1	One Vote Per Residential Unit Unless Additional Dues are Paid	4
2.6.2	Authorized Agent for Entities.....	4
2.6.3	Non-Resident Property Owners	4
2.6.4	Verification of Qualification to Vote	4
2.7	Membership Dues	4
2.8	Forfeiture of Membership	4
2.9	Reinstatement of Membership	5

ARTICLE 3 MEETINGS OF MEMBERS

3.1	Meetings; Annual Meeting	5
3.2	Other Meetings.....	5
3.3	Place of Meeting	5
3.4	Notice of Meetings: Form of Notice	5
3.5	Waiver of Notice by Attendance.....	5
3.6	Organization.....	6

Table of Contents
(continued)

	Page
3.7 Voting; Members Entitled to Vote.....	6
3.8 No Proxies; Absentee Ballot Voting Allowed.....	6
3.9 Quorum for Voting	6

ARTICLE 4
BOARD OF DIRECTORS

4.1 Composition.....	6
4.2 Qualifications.....	6
4.3 Nominating Committee Process; Solicitation from Members	7
4.3.1 Slate of Candidates	7
4.3.2 Distribution of Slate to Members.....	7
4.4 Election Procedure for Board of Director Positions	7
4.5 Role of the Board of Directors.....	7
4.5.1 Basic Function	7
4.5.2 Duties, Responsibilities and Authority	8
4.6 Role of Individual Board Members	8
4.6.1 Basic Function	8
4.6.2 Board Duties, Responsibilities and Authority	8
4.7 Terms of Board Members and Officers; Staggered Terms	9
4.8 Vacancies	9
4.9 Resignations.....	9
4.10 Removal of Directors.....	9
4.11 Recall of Directors	10
4.12 Reliance in Good Faith	10

ARTICLE 5
MEETINGS OF DIRECTORS

5.1 Regular Meetings.....	10
5.2 Special Meetings.....	10
5.3 Notice of Special Meetings.....	11
5.4 Form of Notice.....	10
5.5 Waiver of Notice.....	10
5.6 Quorum of Directors	11
5.7 Action by Directors Without a Meeting.....	11
5.8 Meetings by Conference Telephone	11

ARTICLE 6
OFFICERS

6.1 Officers	11
6.2 President as Chair of the Board	11

Table of Contents
(continued)

	Page
6.2.1 Basic Function	11
6.2.2 Duties, Responsibilities and Authority	12
6.2.3 Term	12
6.3 Vice President	12
6.3.1 Basic Function; Succession to President.....	12
6.3.2 Duties, Responsibilities and Authority	12
6.3.3 Term	12
6.4 Secretary	12
6.4.1 Basic Function	12
6.4.2 Duties, Responsibilities and Authority	12
6.4.3 Term	13
6.5 Treasurer	13
6.5.1 Basic Function	13
6.5.2 Duties, Responsibilities and Authority	13
6.5.3 Term	13
6.6 Vacancies	13
6.7 Resignations	14

ARTICLE 7
COMMITTEES

7.1 Formation	14
7.2 Nominating Committee.....	14
7.2.1 Composition.....	14
7.2.2 Basic Function	14
7.2.3 Duties, Responsibilities and Authority	14
7.2.4 Term	14
7.3 Zoning Committee	15
7.3.1 Composition.....	15
7.3.2 Basic Function	15
7.3.3 Duties, Responsibilities and Authorities.....	15
7.3.4 Term	15
7.4 Vacancies	15
7.5 Proceedings, Committee Quorum and Manner of Acting	15
7.6 Action by Committee Without a Meeting.....	15
7.7 Meetings by Conference Telephone	16

ARTICLE 8
INDEMNIFICATION

Table of Contents
(continued)

Page

8.1	Limitation of Liability of Board of Directors; Indemnification.....	16
8.2	Indemnification Against Liability to Association.....	16
8.3	Indemnification in Criminal Actions	17
8.4	Other Indemnification	17
8.5	Period of Indemnification	17
8.6	Insurance	17
8.7	Right to Impose Conditions to Indemnification.....	17
8.8	Limitation on Indemnification	18

ARTICLE 9
RESTRICTIONS

9.1	Association Commitments	18
9.2	Conflicts of Interest.....	18
9.3	Compensation	18

ARTICLE 10
MISCELLANEOUS

10.1	Seal.....	18
10.2	Fiscal Year	18
10.3	Books and Records	19
10.4	Waivers of Notice	19
10.5	Amendments	19

**2024 RESTATED AND AMENDED BYLAWS
OF
CHERRY CREEK NORTH NEIGHBORHOOD ASSOCIATION**

Preamble; Purpose

The Cherry Creek North Neighborhood Association (the “Association”) is organized and operated not for profit but exclusively for purpose of acting as the Registered Neighborhood Organization pursuant to Denver Revised Municipal Code, Article III, Chapter 12-91 et seq. (the “RNO Ordinance”), and for meeting the purposes contemplated therein, including, without limitation, the promotion of social welfare and to further the common good and general welfare of the people of the community of the Cherry Creek North Neighborhood, County of Denver, State of Colorado, including, without limitation, the promotion of the Cherry Creek North (“CCN”) neighborhood community within the boundaries of the Neighborhood (as defined below) that encourages representation, the exchange of information and cooperation among diverse residents and groups and provides a forum for Members of the Association to (i) discuss issues affecting the Neighborhood (including such issues as public safety, lighting, transportation, zoning and development), (ii) participate in social activities of interest to Neighborhood residents, (iii) promote Neighborhood businesses, (iv) provide input into local and state legislative efforts that may affect the interests of residents in the Neighborhood and/or in the Greater Cherry Creek Area (as defined below), (v) provide educational and information materials of interest to the Neighborhood, (vi) cultivate Neighborhood membership and promote a sense of neighborliness, (vii) work cooperatively with any adjacent or overlapping neighborhood organizations within the Greater Cherry Creek Area to determine positions on issues affecting the Neighborhood and the Greater Cherry Creek Area and to conduct business in an organized, representative and fair manner in order to obtain informed participation from as many Neighborhood citizens as possible, and (viii) participate in any and all lawful activities which may be necessary, useful or desirable to the furtherance or attainment of the aforementioned purposes and to implement the purpose and intent of the RNO Ordinance. Notwithstanding any provision herein, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under 501(c)(4) of the Internal Revenue Code of 1986, as amended. The Association shall maintain its status as a Registered Neighborhood Organization and shall comply with the requirements of the RNO Ordinance.

ARTICLE 1

Offices

1.1 **Registered Office and Agent.** The registered office and agent of Association in Colorado shall be as designated by the Board of Directors (the “Board”) from time to time.

1.2 **Other Offices.** The Association may establish and maintain such other offices at such other places of business within the State of Colorado as the Board of Directors may from time to time determine.

1.3 **Boundaries; Participation in Greater Cherry Creek Area.** The geographical boundaries of the Association area, sometimes described herein as the Cherry Creek North

Neighborhood (the “Neighborhood”), are as follows: an area more particularly described as bounded by East Sixth Avenue on the north, by E. First Avenue on the south, by University Avenue/York Street on the west and by Colorado Boulevard on the east. The Association shall be the Registered Neighborhood Organization for the Neighborhood pursuant to the RNO Ordinance and, in such capacity, may act for the Neighborhood in connection with matters and issues deemed appropriate by the Board relating to areas extending beyond the boundaries of the Neighborhood, including participating in overall Denver governmental planning and regulations (including, without limitation, participating in the Cherry Creek Steering Committee, addressing legislative measures such as Denver code provisions affecting Denver generally and the Neighborhood specifically, participating in initiatives and regulations affecting bordering streets and avenues and the use and development thereof) and following and participating in planning, development and maintenance issues relating to the overall Cherry Creek area, including the Neighborhood, the Cherry Creek East and the Cherry Creek Triangle (formerly known as the Alameda Triangle) residential areas to the south of the Neighborhood, the Country Club neighborhood to the west of the Neighborhood, the Hilltop neighborhood to the east of the Neighborhood and the Cherry Creek Shopping areas (collectively, the “Greater Cherry Creek Area”).

ARTICLE 2

Membership

2.1 **Categories of Membership.** The Association shall have four (4) categories of membership: General Member, Supporting Member, Business Member and Sustaining Social Member (each a “Member” and, collectively, the “Members”).

2.2 **General Membership.** The General Membership shall have the following structure:

2.2.1 **Definition.** General members (each a “General Member” and, collectively with all General Members, the “General Membership”) are (i) all individuals 18 years of age or older, having an ownership interest (including non-resident property owners and resident property owners) or a leasehold occupancy interest (meaning a tenant residing on a full-time basis) in any single family residence, condominium unit, apartment or other residential dwelling unit, or having an ownership interest in vacant land zoned for residential use located within the Neighborhood (each a “Residential Unit”), (ii) any owner of commercial property, including owners of residential apartment buildings, office buildings and retail buildings (each a “Commercial Property”), or (iii) non-individual owners (including partnerships, trust arrangements, corporations, limited liability companies and co-tenancy ownership arrangements and similar legally formed entities that are formed under or otherwise authorized to own and operate a Residential Unit or Commercial Property in the State of Colorado (each an “Authorized Entity”)) each of which must designate one person to act on behalf of such Authorized Entity.

2.2.2 **Membership Benefits.** General Members are entitled to attend all Association meetings, receive information distributed by the Association to the General Membership and vote on all matters brought for a vote by the Association. General Members are not entitled to the additional rights and privileges afforded to Supporting Members.

2.3 **Supporting Members.** The Supporting Members shall have the following structure:

2.3.1 **Definition.** Supporting Members are General Members who are current on their Association dues obligations (“Supporting Member”).

2.3.2 **Membership Benefits.** Supporting Members are entitled to the privileges of General Members plus the right to serve on the Association Board of Directors, participate on Association committees and attend Association organized Supporting Member-only events.

2.3.3 **Multiple Residents at One Address.** The payment of one annual dues amount shall entitle Supporting Membership status to two persons together at such Residential Unit address, but only one vote shall be provided to the primary Residential Unit associated with such Supporting Members’ primary address in the Neighborhood as set forth in Section 2.6 below.

2.4 **Business Membership.** The Business membership shall have the following structure:

2.4.1 **Definition.** Business membership is open to one designated representative of any business that is current on its Association dues obligation and does business within the Cherry Creek North Neighborhood or is otherwise a member of the Cherry Creek North Chamber of Commerce (“Business Member”).

2.4.2 **Business Member Benefits.** Designated representatives of Business Members (limited to two persons each for limited capacity events) are entitled to attend all Association meetings and receive information distributed by the Association to the General Membership and to attend all Supporting Member-only events organized by the Association, subject to tiered Member access levels for attendance at Supporting Member only events as determined from time to time by the Board for limited capacity events. Business Members are not entitled to vote on Association matters or to the other rights and privileges afforded to Supporting Members. Designated representatives of Business Members (limited to two persons each for limited capacity events) are entitled to attend all Association meetings and receive information distributed by the Association to the General Membership and to attend all Supporting Member-only events organized by the Association, subject to tiered Member access levels for event attendance as determined from time to time by the Board for limited capacity events. Business Members are not entitled to vote on Association matters or to the other rights and privileges afforded to Supporting Members.

2.5 **Sustaining Social Membership.** The sustaining social membership shall have the following structure:

2.5.1 **Former Residents; Former Supporting Members.** Persons who have been residents in the Neighborhood in the past and/or who were Supporting Members in the past, but who do not currently reside in the Neighborhood and who have a history with and continued sustaining interest in the Neighborhood for social or personal interest reasons may become a Sustaining Social Member upon payment of Association dues (“Sustaining Social Member”).

2.5.2 Sustaining Social Membership Benefits. Sustaining Social Members are entitled to attend all Association meetings and receive information distributed by the Association to the General Membership and to attend all Supporting Member-only events organized by the Association, subject to tiered levels of event Member attendance as determined from time to time by the Board for limited capacity events. Sustaining Social Members are not entitled to vote on Association matters.

2.6 Voting Privileges. All General Members are entitled to vote on matters brought by the Board to the Association for a vote, including matters involving proposed City actions, including, without limitation, rezoning applications, area-wide plan modifications or adoptions and similar City related legislative or policy matters. Qualification for General Membership voting rights shall be determined as follows:

2.6.1 One Vote Per Resident. One vote shall be provided to each General Member residing in a Residential Unit associated with a General Member's primary address in the Neighborhood regardless of other Residential Units or Commercial Properties of record a Person may own within the Neighborhood.

2.6.2 Authorized Agent for Entities. Non-individual persons who are Authorized Entities and who are owners or residents of a primary Residential Unit within the Neighborhood and who are not otherwise Business Members shall be treated as a "resident" General Member.. Each such Authorized Entity must designate one individual person to act on behalf of such Authorized Entity and who shall be entitled to cast one vote relating thereto.

2.6.3 Non-Resident Property Owners. A General Member "non-resident property owner" in the Neighborhood is a Person or a legal Authorized Entity that is the owner of record of a Residential Unit, Commercial Property or a vacant lot or lot(s) located within the Neighborhood, but which property is not the person or entity's primary residence or address. Non-resident property owners are entitled to one vote as a non-resident property owner General Member, regardless of the number of properties owned by such person or entity. Non-individual owners and co-tenancy ownership arrangements must designate one person to act on behalf of such entity or co-tenancy group as the non-resident property owner General Member. Such designated representative must be identified or otherwise registered to vote for such entity as such should be identified to the Board of Directors in connection with the vote cast by such representative.

2.6.4 Verification of Qualification to Vote. The Association reserves the right to request verification of qualifications for voting, including, without limitation, voting age, primary residence address and verification of residency within the neighborhood, as applicable.

2.7 Membership Dues. Supporting Members, Sustaining Members and Business Members are paid memberships, the amount of annual dues for which shall be determined from time to time by the Board of Directors.

2.8 Forfeiture of Membership. Supporting or Business Membership in the Association shall be forfeited pursuant to policies adopted by the Board of Directors for failure to pay dues in a timely manner.

2.9 **Reinstatement of Membership.** Any member whose membership in the Association has been forfeited may be reinstated, at the sole discretion of the Board of Directors, upon such terms and conditions as it may establish.

ARTICLE 3

Meetings of Members

3.1 **Meetings; Annual Meeting.** All meetings of the Association shall be open to the public. The Association shall have at least one meeting of the Members and more frequent meetings shall be held as and when the Board of Directors so determines. The annual business meeting (the "**Annual Meeting**") of Members shall be held in the autumn of each year at such time and place as may be designated by the Board of Directors and set forth in the notice of the Annual Meeting. The Annual Meeting shall, unless a separate meeting is called therefor, include the election of open seats for the Board of Directors and transacting other business for which voting by General Members is permitted or required hereunder. At least twelve Members (or such other minimum number of Members specified in the requirements of the RNO Code Provisions from time to time) must be in attendance at the Annual Meeting.

3.2 **Other Meetings.** Other meetings of the Members may be called by the President, the Board of Directors or by a group of at least 75 General Members. Notice to the Members shall state the purpose or purposes of the meeting if any vote of General Members is being taken at such meeting.

3.3 **Place of Meeting.** All Members' meetings other than the Annual Meeting shall be held at such place, within the State of Colorado as shall be fixed from time to time by the Board of Directors.

3.4 **Notice of Meetings: Form of Notice.** Notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered to the Members not less than ten (10) days or more than fifty (50) days before the date of the meeting. Special meetings may be called by the Board of Directors with less than ten (10) days' notice if circumstances warrant. Notices of meetings may be in the form determined by the Board of Directors to be most appropriate under the circumstances, including delivery by mail, facsimile, electronic mail, social media postings, Association website postings (if, as and when maintained by the Association), telephone or text tree and/or signage posted within the Neighborhood. There shall be no obligation of the Board to expend funds to mail or otherwise deliver a copy of the Annual Meeting notice to the entire General Membership, but it may flyer, mail, provide for website posting or otherwise deliver the Annual Meeting notice to any Persons that are within the General Membership of which the Board is aware and as may be desirable to increase attendance by the General Membership at the Annual Meeting. The method of notice contemplated hereby shall be liberally construed and there shall be no obligation to confirm such method or the extent of the Person so noticed in order to convene meetings of the Association.

3.5 **Waiver of Notice by Attendance.** Whenever any notice is required to be given to any Member of the Association under the provisions of any statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing from the person or persons entitled to such notice, whether before, at or after the time stated therein, shall be

equivalent to the giving and receipt of such notice. Attendance of a Member at a meeting of Members shall constitute a waiver of notice of such meeting, except when such Member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.6 **Organization.** Meetings of the Members shall be presided over by the President, or if the President is not present, by the Vice President or if the Vice President is not present, by a designee of the President.

3.7 **Voting; Members Entitled to Vote.** Except as otherwise specifically provided by the Articles of Incorporation or by these Bylaws or by statute, all Association matters coming before any meeting of Members shall be voted upon only by General Members and shall be decided by a vote of the majority of the votes validly cast by such General Members in attendance for which a quorum is present. Tally of the vote upon any question shall be conducted by any method considered appropriate by the Board officer or designee presiding over the meeting. Voting may also be by electronic ballot or survey and any results shall be based solely on the number of General Members responding thereto.

3.8 **No Proxies; Absentee Ballot Voting Allowed.** Proxy votes of General Members shall not be allowed. Absentee ballot votes shall be allowed and may be cast by General Members who are not able to attend meetings by delivering to the Board representative so designated of a written ballot, which may be sent by any one or more methods, including hand-delivery, regular US Mail, facsimile, text, or other electronic (email) means deemed acceptable by the Board from time to time and which delivery method shall be specified in the absentee ballot. All absentee ballots must be signed or reasonably authenticated by the General Member, delivered and received by reasonably verified means (which may include email delivery) on or before the day of the scheduled meeting upon which the issue to be voted on has been properly set forth on the agenda. Delivery and receipt may be directed to an appointed member or member of the Board, or to a third party as specified by the Board. Non-compliant delivery of absentee ballots shall not be counted as a valid absentee vote.

3.9 **Quorum for Voting.** Subject to Section 3.1 above requiring at least twelve (12) Members be present to hold the Annual Meeting, at any other meeting of the Members, the General Members present in person (or who have voted by absentee ballot as provided in Section 3.8 above) entitled to vote at the meeting shall be sufficient to constitute a quorum for the transaction of the business being undertaken in connection with such vote.

ARTICLE 4

Board of Directors

4.1 **Composition.** The management of the affairs of the Association shall be vested in a Board of Directors of not less than ten (10) and not more than fourteen (14) Supporting Members elected by the General Membership or otherwise appointed as set forth herein.

4.2 **Qualifications.** Any Supporting Member of the Association may serve on the Board of Directors.

4.3 Nominating Committee Process; Solicitation from Members. The Association shall post information as to open positions of the Board of Directors in its normal Association communication process and shall solicit nominations therefor from the Members. Letters or other forms of communication from General Members identifying qualified nominations of Supporting Members for open Board positions shall be accepted from all General Members of the Association and such nominations shall be referred to the Nominating Committee. The Nominating Committee shall evaluate the skills and/or qualifications that such nominee offers to bring to the Board and any other information the candidate wishes to bring to the attention of the Nominating Committee. The Nominating Committee shall consider the skills desired or needed to provide Board service in connection with its analysis of the candidates. The Nominating Committee shall submit its recommendations for nominees for Board of Directors positions as follows:

4.3.1 Slate of Candidates. The Nominating Committee shall provide a slate of candidates to fill vacant or renewing director positions to the Board at a Board meeting prior to the next Annual Meeting of the Membership. The Board shall approve a slate of proposed directors by working with and through the Nominating Committee at a regular or special meeting of the Board.

4.3.2 Distribution of Slate to Members. The Board and the Nominating Committee shall determine the procedures for disseminating the names of the approved slate of approved director nominees to the General Members for a vote thereon to be taken by the General Members at the next Annual Meeting.

4.4 Election Procedure for Board of Director Positions. The Board-approved slate of nominees approved for open positions on the Board of Directors shall be presented to the Association members by appropriate means of notification (as determined by the Board) prior to the Annual Meeting. The General Members shall have a right to vote for or against the slate or any member thereof at the Annual Meeting. At the Annual Meeting, the President or presiding Board officer shall present the approved slate of nominees to those General Members present at the Annual Meeting for a vote by ballot or other means determined by the Board. The eligible General Members who attend the Annual Meeting shall vote to elect the appropriate slate or, if deemed appropriate by the presiding Board officer conducting the meeting, each of the candidates to the Board positions by majority vote of the General Members in attendance or by absentee ballot pursuant to Section 3.8. The voting shall be by paper ballot or other means as determined by the President or designee. The Secretary or a member of the Nominating Committee or designee shall tally the votes and announce the results of the election (provided that the announcement does not have to be made at the meeting and may be by appropriate means of communication following the meeting). The presiding Board officer may take a vote by show of hands so long as the vote is restricted to General Members.

4.5 Role of the Board of Directors. The role of the Board of Directors shall include the following:

4.5.1 Basic Function. The Board shall have the ultimate responsibility for managing the affairs of the Association and to make policy on behalf of the Association. The Board may exercise all such lawful powers of the Association and do all such lawful acts that are

not by statute or by the Articles of Incorporation required to be exercised by the Members of the Association.

4.5.2 Duties, Responsibilities and Authority. The duties, responsibilities and authority of the Board shall include the following:

4.5.2.1 Policies. Adopt policies on issues external to the affairs of the Association that represent the public position of the Association and on issues of internal affairs provide guidance to the staff and organizational components of the Association;

4.5.2.2 Budget. Adopt an annual operating budget incorporating the business planning processes of Association with attention to both immediate and long-range needs and opportunities. The Board shall review an annual financial report of the Association;

4.5.2.3 Committees. Appoint committees of the Association; and

4.5.2.4 Other Actions. Take any and all actions deemed necessary and appropriate to implement the purposes of the Association.

4.6 Role of Individual Board Members. The role of individual members of the Board of Directors shall include the following:

4.6.1 Basic Function. The Board has been empowered by the Members to guide the direction of the Association through policy formulation and to manage and monitor the performance of the Association. Individuals elected to Board positions become stewards of the Association and have an obligation to act responsibly in carrying out the duties of the position to which they were elected.

4.6.2 Board Duties, Responsibilities and Authority. The duties, responsibilities and authority of the individual Board members shall include the following:

4.6.2.1 Fiduciary. Act in a fiduciary capacity for the Association with specific legal and fiscal responsibilities for the proper conduct of Association business, including exercising in good faith the duties of care, loyalty and obedience to the Association. Board members shall, in the exercise of its fiduciary duties, consider the impact of the decisions of the Board on the Association and its Members.

4.6.2.2 Communication. Communicate ideas constructively and in a professional manner and be prepared to explain the rationale of any decision made by the Board and listen to all points of view or requested action and remain open and positive in communications with other Board members and Association Members.

4.6.2.3 Attendance. Attend and fully participate in Board meetings and Board functions.

4.6.2.4 Preparation and Participation. Develop the proper foundation for decision making by studying all Board materials and participating in discussion on issues affecting Association business.

4.6.2.5 Member Focus. Listen, monitor and consider the prevailing concerns of the Members and assure that any significant concerns or suggestions are brought to the attention of the Board for inclusion in the Board agenda.

4.6.2.6 Financial Stewardship. Monitor the financial welfare of the Association through regular reports from the Treasurer and consider dues amounts and other fiscal action necessary to keep the Association fiscally sound.

4.7 **Terms of Board Members and Officers; Staggered Terms.** The term of Board members shall be for three years each term. Board members may serve for two (2) consecutive three-year terms, each beginning at the Annual Meeting at which they are elected and members may run again after a one year break from Board service. Officers are limited to two consecutive two-year terms in the same officer position. The President and Secretary shall be elected in even-numbered years. The Vice-President and Treasurer shall be elected in odd-numbered years. The remaining Board members' terms shall be staggered as determined by the Board. Board members and officers shall assume their duties at the close of the Annual Meeting at which they were elected. A Board member or officer who has served more than half a term is considered to have served a full term and to the extent that such Board member joins the Board mid-year, that board member shall be deemed to have served for the entire year beginning on the last Annual meeting date. Notwithstanding anything to the contrary, the Board shall have the power to waive term limits for a Board member or officer (i) whose service is deemed critical to the functioning of the Association, especially in the event that the expertise required for such position is not available from any person offering to provide Board service, (ii) if there are not sufficient persons who are deemed by the Nominating Committee to be capable of Board service for term limited positions, or (iii) if such Board officer has served for the officer-position term and, when that term has expired is willing and elected to serve in a different Board officer position.

4.8 **Vacancies.** Any vacancy occurring in the Board of Directors shall be filled by appointment of the Board after receiving a recommendation therefor from the Nominating Committee. The Board member appointed to fill the vacancy shall serve the unexpired term of the person creating the vacancy. In addition, the Board may appoint Supporting Members to fill new Board positions created by a Board vote to increase the then size of the membership of the Board (not to exceed fourteen members) and such new Board members shall serve an initial term as determined by the Board not to exceed two full years plus any stub year portion necessary to have the newly appointed Board members brought to the vote of the General Members at the next scheduled Annual Meeting.

4.9 **Resignations.** Any Director may resign at any time by delivering written notice of such resignation to the President of the Board (which may be delivered by electronic means). Any such resignation shall take effect at the time specified therein or if no time were specified, then at the time of receipt thereof.

4.10 **Removal of Directors.** Any Director who is absent for three or more consecutive meetings of the Board of Directors may be removed from office upon majority vote of the Board after review of the circumstances by the Board.

4.11 **Recall of Directors.** Upon delivery to the President of a petition signed by 25% or more of the General Members, as determined by the membership roster as of the end of the month prior to the submission of the petition, a special meeting of the Members shall be called by the President or designee to consider removal of one or more Directors upon vote of 60% of the General Members in attendance at such special meeting.

4.12 **Reliance in Good Faith.** In performing the duties of a Director, each Director shall be entitled to rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the Association matters presented; (b) legal counsel, public accountants, or other persons as to Association matters which the Director reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Board upon which the Director does not serve, duly designated in accordance with provisions of the Bylaws as to Association matters within its designated authority, which committee the Director reasonably believes to merit confidence; but the Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

ARTICLE 5

Meetings of Directors

5.1 **Regular Meetings.** The Board of Directors from time to time may provide by resolution for the holding of regular meetings and fix the time and place of such meetings. The Board shall meet at least four (4) times during each Association fiscal year, scheduled quarterly. The Secretary shall keep minutes of the meetings as provided in Section 6.4, below.

5.2 **Special Meetings.** Special meetings of the Board of Directors may be called by the President or Vice President on twenty-four (24) hours' notice to each Director specifying the time and place of the meeting, and shall be called by the President or Vice President in like manner and on like notice on the written request of six (6) or more Directors.

5.3 **Notice of Special Meetings.** Notice of a special meeting shall be given to every Director, stating the date, time and place of the meeting and shall set forth the primary purpose of the special meeting.

5.4 **Form of Notice.** Notice of any regular or special meeting may be given orally to each Director, personally or by telephone, facsimile, electronic mail, first class mail, or private delivery service. The method of notice must be calculated to reasonably deliver actual notice to each Director.

5.5 **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of any statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a Director attends such a meeting for the express purpose

of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

5.6 **Quorum of Directors.** At all meetings of the Board of Directors a majority of the whole Board shall constitute a quorum for the transaction of business and, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board. In the absence of a quorum the Directors present thereat may adjourn the meeting from time to time with notice to other Directors until a quorum be present.

5.7 **Action by Directors Without a Meeting.** Any action taken by the Board of Directors may be without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such action shall be effective at the time and date it is so taken unless the Directors establish a different effective date or time. Such action has the same effect as action taken at a meeting of Directors and may be described as such in any document. Such consent in writing shall include facsimile or electronic mail polling of the members and any written consent may be by email. Such polling results are received from all members with appropriate signatures thereon or email confirmation. Directors voting against such action must also waive their right to demand that such action not be taken without a meeting.

5.8 **Meetings by Conference Telephone.** Any Director may participate in a meeting of the Board of Directors by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute the presence of such person at such meeting.

ARTICLE 6

Officers

6.1 **Officers.** The officers of the Association shall be the President, Vice President, Secretary and Treasurer. The officers are elected to their positions by the Board of Directors from its membership and may be elected before the Annual Meeting in order to be identified for presentation to the Membership at the Annual Meeting as a part of the slate of Directors presented for election or renewal or, if not elected by the Board before the Annual Meeting, then at the first Board meeting following the annual business meeting of the Association. The Board may elect and appoint such other assistant officers and agents as may be deemed necessary and prescribe their respective authorities and duties.

6.2 **President as Chair of the Board.** The President shall serve as chair of the Board of Directors, unless designated otherwise by the Board. The President or designee shall preside at meetings of the Board. The position of President shall be described as follows:

6.2.1 **Basic Function.** The President shall be the chief elected officer of the Association. The President shall exercise personal leadership in the motivation of other officers, Board members, committee chairs, committee members and the membership, and influence the

establishment of goals and objectives for the Association during the term of the President. The President shall act as a spokesperson and leader for the Association.

6.2.2 Duties, Responsibilities and Authority. The duties, responsibilities and authority of the President shall include the following:

6.2.2.1 Work with the officers to develop the agenda for Association Board meetings.

6.2.2.2 Work with the Vice President to assure that the Association Board is kept fully informed on the conditions and operations of the Association.

6.2.2.3 Make appointments of the individuals to Association committees and task forces and serve as an ad hoc member of each such committee or task force.

6.2.2.4 Promote interest and active participation in the Association on the part of the membership and report activities of the Board and the Association to the members.

6.2.2.5 Work in partnership with the Vice President to act as a spokesperson for the Association, to the press, the public, legislative bodies and related organizations.

6.2.3 Term. The President may serve one or more two-year terms, which may be served consecutively.

6.3 **Vice President.** The position of Vice President shall be described as follows:

6.3.1 Basic Function; Succession to President. The Vice President is the second highest-ranking elected officer of the Association.

6.3.2 Duties, Responsibilities and Authority. The Vice President shall perform the duties and exercise the powers of the President in the absence or incapacity of the President.

6.3.3 Term. The Vice President shall serve one or more two-year terms, which may be served consecutively.

6.4 **Secretary.** The position of Secretary shall be described as follows:

6.4.1 Basic Function. The Secretary shall maintain the books and non-financial records of the Association.

6.4.2 Duties, Responsibilities and Authority.

6.4.2.1 Give, or cause to be given, notice of all regular and special meetings of the Board of Directors and the membership unless otherwise delegated by the President.

6.4.2.2 Keep the minutes of all meetings of the Board and the membership.

6.4.2.3 Be responsible for the maintenance of all Association records and files and preparation and filing of reports, if any, to governmental agencies, other than tax returns.

6.4.2.4 Perform other duties and assume responsibilities as requested by the President or the Board.

6.4.2.5 Maintain a roster of the members of the Board of Directors, including their time of service.

6.4.3 Term. The Secretary may serve one or more two-year terms, which may be served consecutively.

6.5 Treasurer. The position of Treasurer shall be described as follows:

6.5.1 Basic Function. The Treasurer shall have general charge of and responsibility for all funds of the Association.

6.5.2 Duties, Responsibilities and Authority. The duties, responsibilities and authority of the Treasurer shall include the following:

6.5.2.1 Deposit, or cause to be deposited, in the name of the Association, all funds in such banks or other depositories as shall from time to time be designated by the Board of Directors.

6.5.2.2 Submit regular and timely monthly financial reports at meetings of the Board and maintain records of such reports.

6.5.2.3 Be responsible for the preparation and filing of Association tax returns, in conjunction with appropriate professional individuals retained by the Board.

6.5.2.4 Coordinate with the Secretary and the Membership Committee to maintain a current roster of paid Supporting Members and Business Members.

6.5.2.5 Send reminder past-due notices to the membership in arrears on their dues as necessary.

6.5.3 Term. The Treasurer may serve one or more two-year terms, which may be served consecutively.

6.6 Vacancies. The Vice President shall fill any vacancy occurring in the position of President until the next regularly-scheduled election of officers by the Board. The Board of Directors shall fill vacancies occurring in the positions of Vice-President, Secretary and Treasurer.

6.7 **Resignations.** Any officer may resign at any time by delivering written notice of such resignation to the President, except written notice of resignation of the President shall be made by delivering such notice to the Vice President. Any such resignation shall take effect at the time specified therein or if no time be specified, at the time of receipt thereof

ARTICLE 7

Committees

7.1 **Formation.** The Association shall have the right to form committees to carry out the purposes of the Association as the same shall be established from time to time by the Board of Directors. Committees shall be comprised of at least one Board member and such other General or Supporting Members as the Board (or the Board committee member(s)) may, from time to time, specify. In addition, the Association shall have a Nominating Committee and a Zoning Committee, the composition, duties and term of which are set forth below. The other committees approved from time to time by the Board shall set forth the composition, duties and term of the committee members thereof. The President shall serve as an ad hoc member of any committee.

7.2 **Nominating Committee.** The composition, function and operation of the Nominating Committee shall be as follows:

7.2.1 **Composition.** The Nominating Committee shall be composed of three (3) or more Board members appointed by the Board of Directors; only Board members may serve on the Nominating Committee.

7.2.2 **Basic Function.** The Nominating Committee is charged with the responsibility of Board development in order to provide candidates for Board succession and upon identification thereof, submitting to the Board and the membership qualified candidates for the positions on the Board of Directors and such other positions as may be provided in these Bylaws or delegated to the Committee by the Board.

7.2.3 **Duties, Responsibilities and Authority.** The duties, responsibilities and authority of the Nominating Committee shall include the following:

7.2.3.1 Participate in Board development, seeking potential persons to serve on the Board and seeking input from the Association membership for open positions on the Board.

7.2.3.2 Take into account the needs of the Association and the potential of each nominee to fulfill the mission statement of the Association. Each nominee shall be chosen without regard to race, creed, color, gender, age, national origin, religion or disability of such person.

7.2.4 **Term.** The term of each member of the Nominating Committee shall be for one or more two-year terms, which may be served consecutively.

7.3 **Zoning Committee.** The composition, function and operation of the Zoning Committee shall be as follows:

7.3.1 Composition. The Zoning Committee shall be composed of two or more Board members as appointed by the Board of Directors and other General Members or Supporting Members as the Board (or the members of the Zoning Committee) may specify.

7.3.2 Basic Function. The Zoning Committee is charged with reviewing zoning and development issues and applications for, among other things and without limitation, liquor, cabaret and marijuana establishment licenses, variances, board of adjustment appeals and zoning changes.

7.3.3 Duties, Responsibilities and Authorities. The duties, responsibilities and authority of the Zoning Committee shall include, without limitation, the following:

7.3.3.1 Review zoning variances, board of adjustment appeals, zoning violations and rezoning requests to analyze whether they negatively impact the quality of life or property values in the Neighborhood and/or whether they are consistent with the then approved Greater Cherry Creek Area plan.

7.3.3.2 Recommend changes in zoning that would enhance the Neighborhood.

7.3.3.3 Investigate applications for liquor, cabaret or marijuana establishment licenses and seek to address possible negative impacts resulting from the approval of such applications including, without limitation, seeking development or operating agreements with the owners of such establishments to implement reasonable restrictions and conditions of approval for the operation of such establishments in connection with the processing of such applications.

7.3.3.4 Review requests for Planned Unit Developments and other residential and commercial developments affecting the Neighborhood.

7.3.3.5 Report the status of development projects under review and its recommendations to the Board of Directors and to the membership upon request of the Board.

7.3.4 Term. The term of each member of the Zoning Committee shall be for one or more one-year terms, which may be served consecutively.

7.4 Vacancies. Any vacancy occurring in any committee shall be filled by appointment of the President after considering recommendations from the affected committee, if any. The committee member appointed to fill the vacancy shall serve the unexpired term of the person creating the vacancy.

7.5 Proceedings, Committee Quorum and Manner of Acting. Except as otherwise prescribed by the Board of Directors, each committee may adopt such rules and regulations governing its proceedings, quorum and manner of acting as it shall deem proper and desirable, provided that the quorum shall not be less than two members.

7.6 Action by Committee Without a Meeting. Any action taken by a committee may be without a meeting if a consent in writing, setting forth the action so taken, is signed by

all of the committee members entitled to vote with respect to the subject matter thereof. Such action shall be effective at the time and date it is so taken unless the committee members establish a different effective date or time. Such action has the same effect as action taken at a meeting of committee members and may be described as such in any document. Such consent in writing shall include facsimile or electronic mail polling of the members provided and any written consent may be by email. Such polling results are received from all members with appropriate signatures thereon or email confirmation. Committee members voting against such action must also waive their right to demand that such action not be taken without a meeting.

7.7 **Meetings by Conference Telephone.** Any committee member may participate in a meeting of the committee by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute the presence of such person at such meeting.

ARTICLE 8

Indemnification

8.1 **Limitation of Liability of Board of Directors; Indemnification.** The personal liability of any of the Association's Board of Directors for monetary damages for breach of fiduciary duty as a Director is eliminated, except that this provision shall not eliminate the liability of a Director to the Corporation (i) for any breach of the Director's duty of loyalty to the Association or to its Board members; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for acts specified in Section 7-128-403 or Section 7-128-501(b) of the Colorado Revised Statutes, as amended; or (iv) for any transaction from which the Director derived an improper personal benefit. The Association thereby declares that any person who serves at its request as a Director, officer, employee, chairperson, or member of any committee, or on behalf of the Association as a Director, director or officer of another corporation, whether for profit or not for profit, shall be deemed the Association's agent for the purposes of this Article and shall be indemnified by the Association against expenses (including attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement actually and reasonably incurred by such person who was or is a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of such service, provided such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceedings, had no reasonable cause to believe such person's conduct was unlawful. Except as provided in Section 8.3, termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create either a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in the best interests of the Association or, with respect to any criminal action or proceeding, a presumption that such person had reasonable cause to believe that such person's conduct was unlawful.

8.2 **No Indemnification Against Adjudicated Liability to Association.** No indemnification shall be made in respect of any claim, issue, or matter as to which a person covered by Section 8.1 shall have been adjudged to be liable for negligence or misconduct in the performance of that person's duty to the Association unless and only to the extent that the court in which such action, suit, or proceeding was brought shall determine upon application that,

despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

8.3 **No Indemnification in Criminal Actions.** No indemnification shall be made in respect of any criminal action or proceeding as to which a person covered by Section 8.1 shall have been adjudged to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that, despite the adjudication of guilt but in view of all the circumstances of the case, such person is entitled to indemnification for such expenses or fines which such court shall deem proper.

8.4 **Other Indemnification.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under the Articles of Incorporation, any agreement, any other provision of these Bylaws, vote of the disinterested Directors or otherwise, and any procedure provided for by any of the foregoing, both as to action in that person's official capacity and as to action in another capacity while holding such office.

8.5 **Period of Indemnification.** Any indemnification pursuant to this Article shall: (a) be applicable to acts or omissions which occurred prior to the adoption of this Article; and (b) continue as to any indemnified party who has ceased to be a Director, officer, employee, or agent of the Association, and shall inure to the benefit of the heirs and personal representatives of such indemnified party. The repeal or amendment of all or any portion of these Bylaws which would have the effect of limiting, qualifying, or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict, or otherwise affect the right or power of the Association to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions which occurred prior to such repeal or amendment.

8.6 **Insurance.** By action of the Board of Directors, notwithstanding any interest of the Directors in such action, the Association may, subject to Section 8.8, purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any person indemnified hereunder against any liability asserted against such person and incurred by such person in such person's capacity of or arising out of such person's status as an agent of the Association, whether or not the Association would have the power to indemnify that person against such liability under applicable provisions of law. The Association may also purchase and maintain insurance, in such amounts as the Board may deem appropriate, to insure the Association against any liability, including, without limitation, any liability for the indemnifications provided in this Article.

8.7 **Right to Impose Conditions to Indemnification.** The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article 8, such reasonable requirements and conditions as the Board of Directors may deem appropriate in each specific case, including, but not limited to, any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the person to be indemnified and to the Association; (b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated, or threatened against the person

to be indemnified; and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Association.

8.8 **Limitation on Indemnification.** Notwithstanding any other provision of these Bylaws, the Association shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the Association as an organization described in Section 501(c)(4) of the Internal Revenue Code or would result in liability under Section 4941 of the Internal Revenue Code.

ARTICLE 9

Restrictions

9.1 **Association Commitments.** No officer, director, member or committee shall obligate or bind the Association without the full approval or knowledge of the Board of Directors. Notwithstanding the foregoing, the Board may expressly authorize a committee of the Board to take certain actions upon approval in due course within such committee. All such actions shall be reported to the Board and entered into the minutes of the Association at the next occurring Board meeting.

9.2 **Conflicts of Interest.** If any officer or Director is aware that the Association is about to enter into or review any matter of significance to the Association, directly or indirectly, with such officer or Director, any member of their family, business associates or partners, or any entity in which such person has any interest or position, such person shall: (a) immediately inform the Association of his or her potential conflict of interest; and (b) abstain from any vote on any Association decision with respect to such matter. A record of each such instance shall be made in the minutes of the Association.

9.3 **Compensation.** Officers and Directors of the Association shall not receive compensation for services rendered. By resolution of the Board of Directors, or at the discretion of the President for nominal amounts, officers and Directors may be reimbursed for any expenses incurred in the furtherance of the purposes of the Association. Any such payment of reimbursement of expenses shall be limited to payments which are reasonable and necessary to carry out the purpose of the Association and are not excessive in amount.

ARTICLE 10

Miscellaneous

10.1 **Seal.** The Association shall not have a corporate seal.

10.2 **Fiscal Year.** The fiscal year of the Association shall end on September 30 of each year; provided, however, for tax and accounting purposes, the Association shall use the calendar year.

10.3 **Books and Records.** The Board of Directors shall have power from time to time to determine whether and to what extent, and at what times and places and under what conditions and regulations, the accounts and books of the Association shall be open to the inspection of the membership, including reasonable costs for document duplication expense.

10.4 **Waivers of Notice.** Whenever any notice is required to be given by law, or under the provisions of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before, at or after the time stated therein, shall be deemed equivalent of notice.

10.5 **Amendments.** The Board of Directors shall have the power to alter, amend or repeal these Bylaws of the Association at any regular meeting of the Board of Directors or at any special meeting called for that purpose.

[Remainder of page intentionally left blank]

These Restated and Amended Bylaws are adopted by the Board of Directors on the 5th day of September, 2024 and are effective as of the date of adoption.

PRESIDENT:

By


M. Lou Raders

SECRETARY:

By


Dale Rudolph