

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**SHADOW HILLS ESTATES HOMEOWNERS' ASSOCIATION**

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**ARTICLE I  
DEFINITIONS AND ORGANIZATIONAL INFORMATION**

**Section 1.1. Definitions and Interpretation.**

Unless otherwise provided in these Amended and Restated Bylaws of Shadow Hills Estates Homeowners' Association (these "**Bylaws**"), the capitalized terms used herein have the same meanings as in the Restated Declaration. The "**Restated Declaration**" shall mean and refer to the *Amended and Restated Declaration of Covenants, Conditions and Restrictions* for Shadow Hills Estates Homeowners' Association recorded on \_\_\_\_\_, 20\_\_ as Document/Instrument No. \_\_\_\_\_ in the official records of Los Angeles County, California (the "**County**"), and any amendments thereto.

**Section 1.2. Name and Location.**

The name of the corporation is Shadow Hills Estates Homeowners' Association. The principal office of the Association, if any, shall be located in the County.

**Section 1.3. Formation and Purpose.**

The Association is a nonprofit mutual benefit corporation. The specific and primary purpose of the Association shall be as set forth in the Articles. Unless the Governing Documents provide otherwise, the Association may exercise the powers granted to a nonprofit mutual benefit corporation, as enumerated in Section 7140 of the Corporations Code. The Association may further exercise the powers granted to an "association" under the Davis-Stirling Act.

**Section 1.4. Reference to Statute.**

Wherever reference is made in these Bylaws to a statute or law, such reference shall mean and refer to a State of California statute or law, unless the context clearly indicates otherwise.

**Section 1.5. Terms.**

The following capitalized terms, whenever used in these Bylaws, shall have the following meanings:

“*Director*” shall mean a natural person who serves on the Board.

“*General Delivery*” shall mean the delivery of a document by general delivery to the Members pursuant to the requirements of the Davis-Stirling Act and as described in the Bylaws.

“*General Notice*” shall mean the giving of notice by general notice to the Members pursuant to the requirements of the Davis-Stirling Act and as described in the Bylaws.

“*Individual Delivery*” shall mean the delivery of a document by individual delivery to a Member pursuant to the requirements of the Davis-Stirling Act and as described in the Bylaws.

“*Individual Notice*” shall mean the giving of notice by individual notice to a Member pursuant to the requirements of the Davis-Stirling Act and as described in the Bylaws.

“*Reserve Account Requirements*” shall mean the estimated funds that the Board has determined are required to be available at a specified point in time to repair, replace, or restore those major components that the Association is obligated to maintain.

“*Secret Ballot*” shall mean a ballot used in (1) an Association election which is subject to the secret ballot voting requirements of the Davis-Stirling Act or (2) an election on any topic that is expressly identified in the Governing Documents as required to be held by Secret Ballot, if any.

**Section 1.6. Amendment and Restatement of Prior Bylaws.**

These Bylaws are intended to amend, restate, and replace, in their entirety, any and all bylaws of the Association in existence prior to the effective date of these Bylaws.

**ARTICLE II  
DELIVERY OF DOCUMENTS AND INFORMATION**

**Section 2.1. Delivery to the Association.**

If a provision of the Davis-Stirling Act requires that a document be delivered to the Association, the document shall be delivered to the person designated in the Annual Policy Statement to receive documents on behalf of the Association. If no person has been designated in the Annual Policy Statement to receive documents on behalf of the Association, the document shall be delivered to the President or Secretary of the Association.

A document delivered pursuant to this Section 2.1 may be delivered by any of the following methods: (1) e-mail, facsimile, or other electronic means, if the Association has assented to that method of delivery; (2) personal delivery, if the Association has assented to that method of delivery; or (3) first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service center. If the Association accepts a document by personal delivery, it shall provide a written receipt acknowledging delivery of the document.

**Section 2.2. Individual Delivery / Individual Notice.**

If a provision of the Davis-Stirling Act requires that the Association deliver a document by “individual delivery” or “individual notice”, the document shall be delivered by one of the following methods: (1) first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier, and the document shall be addressed to the recipient at the address last shown on the books of the Association; or (2) e-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery.

Upon receipt of a request by a Member identifying a secondary address for delivery of notices of the following types, the Association shall deliver an



additional copy of those notices to the secondary address identified in the request: (1) the Annual Budget Report and Annual Policy Statement; and (2) other documents required under the Davis-Stirling Act to be delivered to the Member's secondary address, including but not limited to certain documents regarding Assessment payment and delinquency and documents relating to the serving of a notice of default.

### **Section 2.3. General Delivery / General Notice.**

If a provision of the Davis-Stirling Act requires that the Association deliver a document by "general delivery" or "general notice", the document shall be provided by one or more of the following methods: (1) any method provided for delivery of an Individual Notice pursuant to Section 2.2 of these Bylaws; (2) inclusion in a billing statement, newsletter, or other document that is delivered by one of the methods provided in this Section 2.3; (3) posting the printed document in a prominent location that is accessible to all Members, if the location has been designated for the posting of general notices by the Association in the Annual Policy Statement; or (4) if the Association broadcasts television programming for the purpose of distributing information on Association business to its Members, by inclusion in the programming.

Notwithstanding the foregoing, if a Member requests to receive General Notices by Individual Delivery, all General Notices to that Member given under this Section 2.3 shall be delivered pursuant to Section 2.2 of these Bylaws. The option of a Member to request to receive General Notices by Individual Delivery shall be described in the Annual Policy Statement.

### **Section 2.4. Completion of Delivery.**

If a document is delivered by mail, delivery is deemed to be complete on deposit into the United States mail. If a document is delivered by electronic means, delivery is complete at the time of transmission.

### **Section 2.5. Electronic Delivery.**

If the Association or a Member has consented to receive information by electronic delivery, and a provision of the Davis-Stirling Act requires that the information be in writing, that requirement is satisfied if the information is provided in an electronic record capable of retention by the recipient at the time of receipt; an electronic record is not capable of retention by the recipient if the

sender or its information processing system inhibits the ability of the recipient to print or store the electronic record. The consent to receive information by electronic delivery may be revoked, in writing, by the recipient.

**Section 2.6. Delivery Requirements for Certain Member Requests.**

To be effective, any of the following Member requests shall be delivered in writing to the Association in accordance with Section 2.1 of these Bylaws:

(a) A request to change the Member's information in the Association's membership list.

(b) A request to add or remove a second address for delivery of Individual Notices to the Member.

(c) A request for Individual Delivery of General Notices to the Member, or a request to cancel a prior request for Individual Delivery of General Notices.

(d) A request to opt out of the Association's membership list, as described in Section 11.2 of these Bylaws, or a request to cancel a prior request to opt out of the membership list.

(e) A request to receive a full copy of a specified Annual Budget Report or Annual Policy Statement.

(f) A request to receive Association reports in full, pursuant to the Davis-Stirling Act, or a request to cancel a prior request to receive those reports in full.

**ARTICLE III  
MEMBERSHIP, VOTING RIGHTS AND MEMBER DISCIPLINE**

**Section 3.1. Membership; Voting Rights.**

The Association shall have one (1) class of voting membership. All Owners shall be Members and shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an interest in any Lot, all such Persons shall be Members; the vote for such Lot shall be exercised as those Persons among themselves determine, but in no event shall more than one (1) vote be cast with

respect to any Lot. If any Owner casts a vote on behalf of the Owner's Lot, it will be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of such Owner's Lot. Once a vote is cast, it shall be irrevocable.

Notwithstanding the foregoing, if a Lot is owned by a Person other than a natural person, voting rights for such Owner shall be as follows: (1) if a corporation is the Owner of the Lot, the president of the corporation shall hold the voting rights with respect to the Lot; (2) if a limited liability company is the Owner of the Lot, the managing member of the limited liability company shall hold the voting rights with respect to the Lot; (3) if a partnership is the Owner of the Lot, the managing partner of the partnership shall hold the voting rights with respect to the Lot; and (4) if a trust is the Owner of the Lot, the trustee(s) of the trust on record title for the Lot shall hold the voting rights with respect to the Lot. Evidence of the right of a person to vote on behalf of such Owner shall be provided to the Association upon such Owner's assumption of ownership interest in the Lot, upon a change in the person entitled to vote on behalf of such Owner, and upon request of the Association. The Association shall perpetually require proof of the foregoing voting rights and authority from an Owner that is not a natural person.

### **Section 3.2. Furnishing Evidence of Membership.**

To establish a Person's status as a Member, the Board may require such Person to provide the Association with evidence of membership qualification in the form of a copy of a recorded grant deed, a certified statement with supporting documentation, a currently effective policy of title insurance, and/or such other document(s) that the Board may reasonably require.

### **Section 3.3. Eligibility to Vote.**

Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval; a Member in good standing shall be a Member whose voting privileges have not been suspended by the Association. Prior to suspending a Member's voting privileges, the Association, through the Board, must comply with the procedures for Member discipline set forth in Section 3.4 of these Bylaws. In order to remain in good standing, a Member must be current in the payment of all Assessments and other charges levied against the Member's Lot and not be in violation of the Governing Documents. A Member's

good standing shall be determined as of the record date established in accordance with Section 3.8 of these Bylaws.

**Section 3.4. Member Discipline.**

The Association, through the Board, has the power to impose disciplinary measures against a Member for a violation of the Governing Documents by the Member, a Resident of the Member's Lot, or an invitee of either, through the imposition of monetary penalties and/or the suspension of membership privileges (such as the suspension of voting privileges and/or the suspension of Common Area recreational facility or amenity use privileges). The Association, through the Board, also has the power to impose a Reimbursement Assessment against a Member as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area caused by the Member, a Resident of the Member's Lot, or an invitee of either. When imposing disciplinary measures against a Member, the Association shall adhere to the following procedure:

(a) The Board shall notify the Member in writing of the Board's intent to meet to consider or impose discipline upon the Member, by either personal delivery or Individual Delivery at least ten (10) days prior to the meeting. The notification shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which the Member may be disciplined or the nature of the damage to the Common Area for which a Reimbursement Assessment may be imposed, and a statement that the Member has a right to attend and may address the Board at the meeting. The Board shall meet in executive session, unless the Member requests that the Board meet in open session.

(b) If the Board imposes discipline on the Member or imposes a monetary charge on the Member for damage to the Common Area, the Board shall provide the Member a written notification of the decision, by either personal delivery or Individual Delivery, within fifteen (15) days following the action. The decision of the Board shall be final and binding on the Member.

**Section 3.5. Voting at Membership Meetings.**

Voting at any membership meeting may be in person and, as applicable, by Secret Ballot. Elections regarding Assessments legally requiring a vote, election of Directors, removal of Directors, amendments to Governing Documents, or the

grant of Exclusive Use Common Area, as well as an election on any topic that is expressly identified in the Governing Documents or the Davis-Stirling Act as required to be held by Secret Ballot, shall be held by Secret Ballot in accordance with the procedures set forth in these Bylaws and the Davis-Stirling Act. Said procedures shall apply to votes cast directly by the Members, but do not apply to votes cast by delegates or other elected representatives, as may be applicable.

**Section 3.6. No Cumulative Voting.**

Cumulative voting shall not be allowed in any election.

**Section 3.7. Proxies Not Allowed.**

Voting by proxy shall not be allowed.

**Section 3.8. Record Dates.**

The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to notice of meeting of Members and to vote, as follows:

(a) The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to notice of any meeting of Members. Such record date shall not be more than ninety (90) days nor less than ten (10) days before the date of the meeting. If no record date is fixed, Members at the close of business on the business day preceding the day on which notice is given are entitled to notice of a meeting of Members. A determination of Members entitled to notice of a meeting of Members shall apply to any adjournment of the meeting, unless the Board fixes a new record date for the adjourned meeting.

(b) The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to vote at a meeting of Members. Such record date shall not be more than sixty (60) days before the date of the meeting. Such record date shall also apply in the case of an adjournment of the meeting, unless the Board fixes a new record date for the adjourned meeting. If no record date is fixed, Members on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting of Members or, in the case of an adjourned meeting, Members on the day of the adjourned meeting who are otherwise eligible to vote are entitled to vote at the adjourned meeting of Members.

(c) The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to cast written ballots in accordance with Section 7513 of the Corporations Code, subject to the requirements of Section 5.10 of these Bylaws and the Davis-Stirling Act. Such record date shall not be more than sixty (60) days before the day on which the first written ballot is mailed or solicited. If no record date is fixed, Members on the day the first written ballot is mailed or solicited who are otherwise eligible to vote are entitled to cast written ballots.

## **ARTICLE IV ELECTIONS AND VOTING PROCEDURES**

### **Section 4.1. Election and Voting Rules.**

The Association shall adopt Rules, in accordance with the procedures prescribed by the Davis-Stirling Act, that are separate and apart from these Bylaws and do all of the following:

(a) Ensure that if any candidate or Member advocating a point of view is provided access to Association media, newsletters, or Internet websites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content.

(b) Ensure access to Common Area meeting space, if any exists, during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.

(c) Specify the qualifications for candidates for the Board and any other elected position, and procedures for the nomination of candidates, consistent with the provisions of these Bylaws. A nomination or election procedure shall not be deemed reasonable if it disallows any Member of the Association from nominating himself or herself for election to the Board.

(d) Specify the qualifications for voting, the voting power of each Member, and the voting period for elections, including the times at which polls will open and close, consistent with the provisions of these Bylaws.

(e) Specify a method of selecting one (1) or three (3) independent third parties as inspector or inspectors of elections (the “*Inspector*” or “*Inspectors*”) utilizing one of the following methods:

(1) Appointment of the Inspector or Inspectors by the Board.

(2) Election of the Inspector or Inspectors by the Members of the Association.

(3) Any other method for selecting the Inspector or Inspectors.

(f) Allow the Inspector or Inspectors to appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector or Inspectors deem appropriate, provided that such persons are independent third parties.

#### **Section 4.2. Inspector of Elections.**

The Association shall select an independent third party or parties as an Inspector or Inspectors for any election by Secret Ballot; the number of Inspectors shall be one (1) or three (3). For purposes of this Section 4.2, an independent third party includes, but is not limited to, a volunteer poll worker with the County registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be a Member, but may not be a Director, a candidate for Director, or be related to a Director or to a candidate for Director by blood, marriage, adoption, or domestic partnership. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services, unless expressly authorized by Rules of the Association adopted pursuant to Section 4.1 of these Bylaws.

The Inspector or Inspectors shall do all of the following: (1) determine the number of memberships entitled to vote and the voting power of each; (2) receive Secret Ballots; (3) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote; (4) count and tabulate all

votes; (5) determine when the polls shall close, consistent with the Governing Documents; (6) determine the tabulated results of the election; and (7) perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Davis-Stirling Act, the Corporations Code, and all applicable Rules of the Association regarding the conduct of the election that are not in conflict with the Davis-Stirling Act.

An Inspector shall perform all duties impartially, in good faith, to the best of the Inspector's ability, and as expeditiously as is practical. If there are three (3) Inspectors, the decision or act of a majority of the Inspectors shall be effective in all respects as the decision or act of all. Any report made by the Inspector or Inspectors is *prima facie* evidence of the facts stated in the report.

### **Section 4.3. Procedure for Elections by Secret Ballot.**

(a) Secret Ballots and two (2) pre-addressed envelopes with instructions on how to return the Secret Ballots shall be mailed by first-class mail or delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or Lot on the Secret Ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of vote by Secret Ballots, including all of the following:

(1) The Secret Ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign the voter's name, indicate the voter's name, and indicate the address of the Lot that entitles the voter to vote.

(2) The second envelope is addressed to the Inspector or Inspectors, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the Inspector or Inspectors, which location can include the office of the managing agent or management company for the Association, as may be applicable. The Member may request a receipt for delivery.

(b) A quorum shall be required only if so stated in the Governing Documents or other provisions of law. If a quorum is required, each Secret Ballot



received by the Inspector shall be treated as a Member present at a meeting for purposes of establishing a quorum.

(c) Except for the meeting to count the votes required in subsection (e) of this Section 4.3, an election may be conducted entirely by mail.

(d) In an election to approve an amendment of the Governing Documents, the text of the proposed amendment shall be delivered to the Members with the Secret Ballot.

(e) All votes shall be counted and tabulated by the Inspector or Inspectors, or the designee of the Inspector or Inspectors, in public at a properly noticed open meeting of the Board or Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee of the Association's management company, shall open or otherwise review any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated; provided, however, the Inspector, or the designee of the Inspector, may verify the Member's information and signature on the outer envelope prior to the meeting at which Secret Ballots are tabulated. Once a Secret Ballot is received by the Inspector, it shall be irrevocable.

(f) The tabulated results of the election shall be promptly reported to the Board, shall be recorded in the minutes of the next meeting of the Board, and shall be available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall give General Notice of the tabulated results of the election.

(g) The sealed Secret Ballots at all times shall be in the custody of the Inspector or Inspectors or at a location designated by the Inspector or Inspectors until after the tabulation of the vote, and until the time allowed by the Davis-Stirling Act for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector or Inspectors shall, upon written request, make the Secret Ballots available for inspection and review by an Association Member or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

**Section 4.4. No Use of Association Funds for Campaign Purposes.**

Association funds shall not be used for campaign purposes in connection with any Association Board election. Further, funds of the Association shall not be used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by law. For the purposes of this Section 4.4, “campaign purposes” includes, but is not limited to, the following: (1) expressly advocating the election or defeat of any candidate that is on the Association election ballot; and (2) including the photograph or prominently featuring the name of any candidate on a communication from the Association or the Board, excepting the ballot, ballot materials, or a communication that is legally required, within thirty (30) days of an election (provided, however, this is not a campaign purpose if the communication is one for which Rules adopted pursuant to Section 4.1 of these Bylaws or the Davis-Stirling Act require that equal access be provided to another candidate or advocate). Unless otherwise provided by the Davis-Stirling Act, the foregoing restrictions on the use of Association funds for campaign purposes shall apply only to the election and removal of Directors.

**Section 4.5. Electronic Balloting and Voting.**

Notwithstanding anything to the contrary contained in these Bylaws, should the Davis-Stirling Act permit electronic balloting and voting for any of those Association elections required to be held by Secret Ballot pursuant to Section 3.5 of these Bylaws, or any other Association votes, the Association shall be permitted to utilize such electronic voting procedures.

**ARTICLE V  
MEETINGS OF MEMBERS AND  
MEMBER APPROVAL REQUIREMENTS**

**Section 5.1. Place of Meetings of Members.**

Meetings of the Members shall be held on the Property or such other suitable place within the County as is practicable and convenient to the Members, as may be designated by the Board of Directors.

### **Section 5.2. Annual Meetings of Members.**

The annual meeting of Members shall be held in the month of November of each year on a day and at a time to be determined by the Board; provided, however, the annual meeting shall not be held on a federal holiday. At each annual meeting, there shall be elected by Secret Ballot of the Members a Board of Directors of the Association, in accordance with the requirements of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

### **Section 5.3. Special Meetings of Members.**

Special meetings of the Members for any lawful purpose may be called by the Board or the President of the Association. In addition, special meetings of the Members for any lawful purpose may be called by five percent (5%) or more of the Members, by a request in writing to the Association addressed to the President, Vice President, or Secretary of the Association, subject to the following: (1) within twenty (20) days after receipt of such request signed by Members representing at least five percent (5%) of the total voting power of the Association, the Board shall cause notice to be given, by Individual Delivery to the Members entitled to vote, that a special meeting of the Members will be held; and (2) the meeting shall be held at a time fixed by the Board, but not less than thirty-five (35) days nor more than ninety (90) days after the receipt of the request. No business shall be transacted at a special meeting of the Members, except as stated in the notice for such meeting.

### **Section 5.4. Notice.**

It shall be the duty of the Secretary of the Association, or the designee of the Secretary, to send a notice of each annual or special meeting of the Members to each Member of record. Except as provided in Section 5.3 of these Bylaws, the notice shall be sent by Individual Delivery at least ten (10) days but not more than ninety (90) days prior to such meeting, stating the place, date, and time of the meeting and the business to be transacted at the meeting, subject to the requirements of Section 7511 of the Corporations Code. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is given to the Members. Notwithstanding the foregoing, any approval of the Members of a proposal described under subdivision (f) of Section 7511 of the Corporations Code, other

than unanimous approval by those Members entitled to vote, shall be valid only if the general nature of the proposal so approved was stated in the notice of the meeting or in any written waiver of notice.

**Section 5.5. Affidavit of Delivery of Notice.**

An affidavit of giving of any notice or report in accordance with these Bylaws, executed by the Secretary of the Association or any transfer agent, shall be *prima facie* evidence of the giving of the notice or report.

**Section 5.6. Quorum.**

Except as otherwise provided in these Bylaws, the presence in person or, as applicable, by Secret Ballot of at least a majority of the voting power of the Association shall constitute a quorum of the Members. Notwithstanding the foregoing, the quorum requirement for any election of Directors in which the election is uncontested (meaning that the number of candidates for the open Board seat(s) to be filled at the election is equal to or less than number of open Board seats) shall be the presence in person or by Secret Ballot of at least five percent (5%) of the voting power of the Association. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be the act of the Members, unless the vote of a greater number of the Members is required by law or by the Governing Documents.

The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum, or, if required by law or the Governing Documents, the vote of a greater number of the Members. Notwithstanding the foregoing, if a meeting of Members is actually attended by Members having less than one-third (1/3) of the voting power of the Association, then the only matters that may be voted on at such meeting are those matters of which the general nature was given in the notice pursuant to Section 5.4 of these Bylaws. In the absence of a quorum, any meeting of Members may be adjourned from time to time by a vote of a majority of the Members represented in person, but no other business may be transacted.

### **Section 5.7. Adjourned Meetings.**

If any meeting of Members cannot be organized because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time neither less than five (5) days nor more than forty-five (45) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or, as applicable, by Secret Ballot of the Members holding at least one-third (1/3) of the voting power of the Association. Notwithstanding the foregoing, at any adjourned meeting of the Members, the quorum requirement for any election of Directors in which the election is uncontested (meaning that the number of candidates for the open Board seat(s) to be filled at the election is equal to or less than number of open Board seats) shall be the presence in person or by Secret Ballot of at least five percent (5%) of the voting power of the Association.

Adjournment of a meeting of Members due to absence of quorum shall not be required, and shall be subject to the foregoing approval of Members. An adjourned meeting may be held without notice thereof as provided under Section 5.4 of these Bylaws, so long as that notice is given by announcement at the meeting at which such adjournment is taken; however, if after adjournment, a new date, time, or place is fixed for the adjourned meeting, Individual Notice of the date, time, and place of such adjourned meeting shall be given to the Members. At an adjourned meeting, the Members may transact any business which might have been transacted at the original meeting. No action by the Members on any such matter shall be effective if the votes cast in favor are fewer than the minimum number of votes required by law or by the Governing Documents to approve such an action. If an adjourned meeting is attended in person by Members having less than one-third (1/3) of the voting power of the Association, then the only matters that may be voted on at such meeting are those matters of which the general nature was given in the notice pursuant to Section 5.4 of these Bylaws.

### **Section 5.8. Effect of a Member's Attendance at a Meeting.**

Attendance of a Member at a meeting shall constitute a waiver of notice of and presence at the meeting, except when the Member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Notwithstanding the foregoing, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if the objection is expressly made at the meeting.

### **Section 5.9. Consent of Absentees.**

The transactions of any meeting of Members however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the Members entitled to vote and not present signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes thereof in writing. All such waivers, consents, and approvals shall be filed with the corporate records of the Association or made a part of the minutes of the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of Members need be specified in any written waiver of notice, consent to the holding of the meeting, or approval of the minutes thereof, unless otherwise provided in the Governing Documents or the law.

### **Section 5.10. Action Without Meeting.**

Any action which may be taken, other than the election or removal of Directors, at any regular or special meeting of Members may be taken without a meeting if the Association distributes a written ballot (including, as may be applicable, a Secret Ballot) to every member entitled to vote on the matter, in accordance with Section 7513 of the Corporations Code, so long as such action complies with the requirements of these Bylaws and the Davis-Stirling Act. The written ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the written ballot to the Association. Approval by written ballot pursuant to this Section 5.10 shall be valid only when the number of votes cast by written ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

All solicitations by written ballot shall indicate the number of responses needed to meet the quorum requirement and, with respect to written ballots other than for the election or removal of Directors, shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the written ballot must be received in order to be counted. A written ballot submitted pursuant to this Section 5.10 may not be revoked.

**Section 5.11. Approval Requirements under the Davis-Stirling Act.**

If a provision of the Davis-Stirling Act requires that an action be approved by a majority of all Members, the action shall be approved or ratified by an affirmative vote of a majority of the votes entitled to be cast. If a provision of the Davis-Stirling Act requires that an action be approved by a majority of a quorum of the Members, the action shall be approved or ratified by an affirmative vote of a majority of the votes represented and voting in a duly held election in which a quorum is represented, which affirmative votes also constitute a majority of the required quorum.

**Section 5.12. Order of Business.**

Meetings of Members shall be conducted in accordance with a recognized system of parliamentary procedure or any parliamentary procedures the Association may adopt. The Board shall permit any Member to speak at any meeting of the Members of the Association; a reasonable time limit for all Members to speak at a meeting of the Association shall be established by the Board.

**ARTICLE VI  
SELECTION, QUALIFICATION AND  
TERM OF OFFICE OF DIRECTORS**

**Section 6.1. Nomination.**

Members in good standing may nominate themselves for election to the Board. Nominations shall be made at a time so as to permit the inclusion of a list of such nominations in the notice to Members of the meeting at which such election will be held.

**Section 6.2. Number and Qualifications.**

(a) The property, business and affairs of the Association shall be governed and managed by a Board of Directors composed of five (5) persons.

(b) Each Director must at all times: (1) not be delinquent in the payment of any Assessment or other charge levied against the Director and/or the Director's Lot for a period in excess of thirty (30) days; (2) not be engaged as an opponent in litigation or other adversarial proceeding with the Association or the Board; and (3) cure any violation of the Governing Documents for which the Director, is responsible within the time period prescribed by the Board, if any, after notice and hearing. Further, any Director who is not a Member of the Association shall be a natural person and not a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership, limited liability company, association, or other entity.

(c) Notwithstanding the provisions of subsection (b) of this Section 6.2, if a Member of the Association is a Person other than a natural person, the following Director qualifications shall apply:

(1) The only person eligible to be a candidate for and serve on the Board on behalf of such Member shall be limited to the following persons: (A) if a corporation is a Member, the president of the corporation shall be eligible to serve on the Board on behalf of such Member; (B) if a limited liability company is a Member, the managing member of the limited liability company shall be eligible to serve on the Board on behalf of such Member; (C) if a partnership is a Member, the managing partner of the partnership shall be eligible to serve on the Board on behalf of such Member; and (D) if a trust is a Member, a trustee of the trust on record title for the Lot owned by the Member shall be eligible to serve on the Board on behalf of such Member. Evidence of the right of a person to be a candidate for and serve on the Board on behalf of such Member shall be provided to the Association with such person's candidacy notice, and upon request of the Association. The Association shall perpetually require proof of such person's eligibility to be a candidate for and serve on the Board on behalf of such Member.

(2) In order for such Member to be eligible to have one of the foregoing persons be a candidate for and serve on the Board on behalf of such Member, the Member must at all times: (A) be current in the payment of all Assessments and other charges levied against the Member and/or the Member's Lot; (B) not be subject to any disciplinary proceeding conducted in accordance with the Governing Documents, or otherwise be in violation of and/or alleged by the Association to be in violation of the Governing Documents; and (C) not be



engaged in an adversarial proceeding (legal or otherwise), or have any interest in any claim or dispute, with or against the Association or the Board.

(d) In addition to the qualifications set forth in subsections (b) and (c) of this Section 6.2, no Director shall: (1) be related by blood, marriage, adoption, or domestic partnership to another Director; (2) have been convicted of a felony; or (3) have been declared of unsound mind by a final order of court. Further, a Director may be disqualified to serve on the Board if he or she misses four (4) nonemergency Board meetings within any twelve (12) month period or three (3) consecutive nonemergency Board meetings, as described in Section 6.4 of these Bylaws.

(e) No person may be a candidate for election to the Board, or serve on the Board, unless he or she (or, in the case of a Member who is not a natural person, the Member whom such person represents) meets the foregoing qualifications. Any Director who ceases to meet the qualifications for a Director set forth in this Section 6.2 shall be deemed to have resigned from the Board upon the occurrence of the non-qualifying event, and the Director's seat shall be deemed vacant in accordance with Section 6.4 of these Bylaws.

### **Section 6.3. Election and Term of Office.**

Directors shall serve on the Board in staggered terms. The Board shall be elected by Secret Ballot by the Members at an annual meeting of Members called for that purpose, and when elected shall serve for two (2) year terms. In even-numbered calendar years, three (3) Directors shall be elected, and in odd-numbered calendar years, two (2) Directors shall be elected. Notwithstanding this term of office, each Director shall hold office until (1) the expiration of the term for which the Director has been elected and (2) a successor to the Director has been elected, subject to the Director vacancy and removal provisions of Sections 6.4 and 6.5 of these Bylaws; the foregoing provisions shall automatically apply to each Director. Any person serving as a Director may be reelected, and there shall be no limitation on the number of terms which a Director may serve.

### **Section 6.4. Vacancies.**

A Director may resign at any time by giving written notice to the President or the Secretary of the Association, or the Board, and that Director's position will be deemed vacant as of the effective resignation date contained in such notice. Any

Director who ceases to meet the qualifications for a Director set forth in Section 6.2 of these Bylaws, or qualifications that were otherwise in effect at the beginning of the Director's then current term of office, shall be deemed to have resigned from the Board upon the occurrence of the non-qualifying event. A vacancy in a Director's office shall also be deemed to exist in the event of a Director's death or removal, or in the event the Members fail to elect the full number of authorized Directors to fill open seats at any meeting at which such election is to take place. In addition, if a Director is absent from four (4) nonemergency Board meetings within any twelve (12) month period or three (3) consecutive nonemergency Board meetings, the Board, by a majority vote, may declare the Director disqualified to serve on the Board pursuant to Section 6.2(d) of these Bylaws, and declare the Director's office vacant.

#### **Section 6.5. Removal of Directors.**

At a meeting of the Members, any one (1) individual Director or the entire Board may be removed prior to the expiration of their terms of office with or without cause by the affirmative vote of Members representing a majority of a quorum of the Association.

#### **Section 6.6. Filling Vacancies.**

Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Any vacancy on the Board not filled by the Directors may be filled by vote of the Members at the next annual meeting of the Members, or at a special meeting of the Members called for such purpose. A vacancy caused by the removal of a Director by the Members shall be filled by the vote of the Members. The term of office of each Director elected or appointed to fill a vacancy created by the resignation, death, or removal of the Director's predecessor shall be the balance of the unserved term of such Director's predecessor.

#### **Section 6.7. Compensation of Directors.**

Directors shall not receive any salary or compensation for their services as Directors; provided, however: (1) nothing contained in these Bylaws shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation for same; and (2) any Director may be

reimbursed for actual expenses incurred in the performance of such Director's duties.

## **ARTICLE VII MEETINGS OF THE BOARD OF DIRECTORS**

### **Section 7.1. General Board Meeting Requirements.**

(a) The Board shall not take action on any item of business outside of a Board meeting. The term "item of business" when used in these Bylaws shall mean any action within the authority of the Board, except those actions that the Board has validly delegated to any other Person or Persons, managing agent, officer of the Association, or committee of the Board comprising less than a quorum of the Board, unless the context clearly indicates otherwise. A Board "meeting" means either of the following: (1) a congregation, at the same time and place, of a sufficient number of Directors to establish a quorum of the Board, to hear, discuss, or deliberate upon any item of business that is within the authority of the Board; or (2) a teleconference, where a sufficient number of Directors to establish a quorum of the Board, in different locations, are connected by electronic means, through audio or video, or both.

(b) A teleconference meeting of the Board shall be conducted in a manner that protects the rights of Members of the Association and otherwise complies with the requirements of the Davis-Stirling Act. Except for a Board meeting that will be held solely in executive session, the notice of the teleconference meeting shall identify at least one (1) physical location so that Members may attend, and at least one (1) Director or another person designated by the Board shall be present at that location. Participation by Directors in a teleconference meeting constitutes presence at that meeting as long as all Directors participating are able to hear one another, as well as Members of the Association speaking on matters before the Board.

(c) Any Member may attend Board meetings, except when the Board adjourns to, or meets solely in, executive session. As specified in this Section 7.1, a Member of the Association shall be entitled to attend a teleconference meeting or the portion of a teleconference meeting that is open to Members, and that meeting or portion of the meeting shall be audible to the Members in a location specified in

the notice of the meeting. The Board shall permit any Member to speak at any meeting of the Association or the Board, except for meetings of the Board held in executive session; a reasonable time limit for all Members of the Association to speak to the Board at a Board meeting, or before a meeting of the Association, shall be established by the Board.

(d) Notwithstanding Section 7211 of the Corporations Code, the Board shall not conduct a meeting via a series of electronic transmissions, including, but not limited to, electronic mail, with the exception that electronic transmissions may be used as a method of conducting an emergency Board meeting if all Directors, individually or collectively, consent in writing to that action, and if the written consent or consents are filed with the minutes of the meeting. These written consents may be transmitted electronically.

(e) Except as allowed by the Davis-Stirling Act, the Board may not discuss or take action on any item at a nonemergency meeting unless the item was placed on the agenda included in the notice that was distributed for the meeting. As provided under the Davis-Stirling Act, the Board may take action on any item of business not appearing on a meeting agenda under any of the following conditions, if the Board openly identifies the item to the Members in attendance at the meeting:

(1) Upon a determination made by a majority of the Board present at the meeting that an emergency situation exists. An emergency situation exists if there are circumstances that could not have been reasonably foreseen by the Board, that require immediate attention and possible action by the Board, and that, of necessity, make it impracticable to provide notice.

(2) Upon a determination made by the Board by a vote of two-thirds (2/3) of the Directors present at the meeting, or, if less than two-thirds (2/3) of total membership of the Board is present at the meeting, by a unanimous vote of the Directors present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the meeting agenda was distributed.

(3) The item appeared on an agenda that was distributed for a prior meeting of the Board that occurred not more than thirty (30) calendar days before

the date that action is taken on the item and, at the prior meeting, action on the item was continued to the meeting at which the action is taken.

(f) Notwithstanding anything to the contrary contained in these Bylaws, should the Davis-Stirling Act permit the Board to hear, discuss, or deliberate upon any item of business outside of a meeting, the Board shall be empowered to take such action without a meeting pursuant to the applicable provisions of the Davis-Stirling Act.

### **Section 7.2. Regular Meetings of Board.**

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such meetings shall be held no less than once every calendar month, unless the Board deems it reasonable and prudent to not hold a Board meeting in a given calendar month. General Notice of the time and place of regular meetings of the Board shall be given to the Members at least four (4) days prior to the date set for such meeting, and the notice shall contain the agenda for the meeting.

### **Section 7.3. Special Meetings of Board.**

Special meetings of the Board may be called by the President of the Association, or by any two (2) Directors other than the President, upon four (4) days notice to each Director by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile transmission, electronic mail, or other electronic means, to the extent a Director has provided authority to the Association's Board to utilize electronic means for notice purposes. General Notice of the time and place of special meetings of the Board shall be given to the Members at least four (4) days prior to the date set for such meeting, and the notice shall contain the agenda for the meeting.

### **Section 7.4. Executive Session Meetings of Board.**

(a) The Board may adjourn to, or meet solely in, executive session to consider: (1) litigation in which the Association is or may become involved; (2) matters relating to the formation of contracts with third parties; (3) Member discipline; (4) personnel matters; and (5) to meet with a Member, upon the

Member's written request, regarding the Member's payment of Assessments (as specified in the Davis-Stirling Act).

(b) The Board shall adjourn to, or meet solely in, executive session to: (1) discuss Member discipline, if requested by the Member who is the subject of the discussion, and that Member shall be entitled to attend the executive session; (2) discuss a payment plan pursuant to the Davis-Stirling Act; or (3) decide whether to foreclose on a lien pursuant to the Davis-Stirling Act.

(c) If a nonemergency Board meeting is held solely in executive session, the Association shall give General Notice of the time and place of the meeting at least two (2) days prior to the meeting, and the notice shall contain an agenda that generally notes the matters to be discussed in executive session.

(d) Any matter discussed in executive session shall be generally noted in the minutes of the immediately following meeting that is open to the Members.

(e) Any matter discussed in executive session is confidential in nature and cannot be disclosed by a Director to any Members or other persons who are not Directors; provided, however, executive session matters can be discussed by an individual Director with outside attorneys, accountants, contractors, and other professional consultants and experts advising the Board, if approved in advance by the Board.

#### **Section 7.5. Emergency Meetings of Board.**

An emergency Board meeting may be called by the President of the Association, or by any two (2) Directors other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide notice as required by these Bylaws and the Davis-Stirling Act. If a Board meeting is an emergency meeting, the Association is not required to give notice of the time and place of the meeting.

#### **Section 7.6. Waiver of Notice.**

Notice of a meeting need not be given to a Director who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without

protesting, prior to the meeting or at its commencement, the lack of notice to that Director. Such waivers, consents, and approvals shall be filed with the corporate records of the Association or made a part of the minutes of the meetings.

#### **Section 7.7. Quorum and Adjournment.**

Except as otherwise expressly provided herein, at all meetings of the Board, a majority of the authorized number of Directors, or three (3) Directors, shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those Directors present may adjourn the meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of an adjournment to another time and place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. Each Director present and voting at a meeting of the Board shall have one (1) vote on each matter presented to the Board for action at that meeting. No Director may vote at any meeting of the Board by proxy.

#### **Section 7.8. Board Meeting Minutes.**

The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any Board meeting, other than an executive session, shall be available to Members within thirty (30) days of the meeting. The Annual Policy Statement shall inform the Members of their right to obtain copies of Board meeting minutes and of how and where to do so.

#### **Section 7.9. Conflicts of Interest.**

(a) Notwithstanding any other law, the provisions of Sections 7233 and 7234 of the Corporations Code shall apply to any contract or other transaction authorized, approved, or ratified by the Board or a committee of the Board.

(b) A Director shall not be entitled to vote, and shall not vote, on any of the following matters:

- (1) Discipline of the Director.

(2) An Assessment against the Director for damage to the Common Area.

(3) A request, by the Director, for a payment plan for delinquent Assessments.

(4) A decision whether to foreclose on a lien on a Lot owned by the Director.

(5) Review of a proposed physical change to: (A) a Lot owned by the Director, or to the Common Area by the Director; or (B) a Lot owned by another Person, or to the Common Area by another Person, that would have a direct impact, visual or otherwise, on a Lot owned by the Director and/or any Exclusive Use Common Area designated for the use of the Director.

(6) A grant of Exclusive Use Common Area to the Director.

(c) In the case of a Director who serves on the Board on behalf of a Member that is a Person other than a natural person, the foregoing restrictions on voting by the Director shall also apply with regard to the Member whom such Director represents.

(d) Nothing in this Section 7.9 limits any other provision of law or the Governing Documents that governs a decision in which a Director may have an interest.

## **ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

### **Section 8.1. Powers and Duties.**

The Board of Directors has the powers and duties necessary for the administration of the business and affairs of the Association, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Members. The powers and duties of the Board shall include, but not be limited to, the following:



(a) The power and duty to select, appoint, supervise, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for them as may be consistent with law and the Governing Documents and to fix their compensation.

(b) The power and duty to conduct, manage and control the affairs and business of the Association, and to make such Rules and Regulations for same consistent with law and as the Board may deem necessary or advisable.

(c) The power but not the duty to change the principal office for the transaction of the business of the Association from one location to another within the County, and to designate any place within the County for the holding of any annual or special meeting or meetings of Members consistent with the provisions of these Bylaws.

(d) The power but not the duty to borrow money as may be needed in connection with the discharge by the Association of its powers and duties, and the power but not the duty to cause to be executed and delivered, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities for same, subject to any restrictions set forth in the Articles or the Restated Declaration.

(e) The power and duty to fix and levy Assessments sufficient for the Association to perform its obligations under the Governing Documents and the Davis-Stirling Act, and to enforce collection thereof in accordance with the Governing Documents and the Davis-Stirling Act.

(f) The power and duty to enforce the provisions of the Restated Declaration, these Bylaws, the Rules and Regulations, any other Governing Documents, as well as any agreements and contracts of the Association.

(g) The power and duty to contract for and pay for insurance for the Association in accordance with the provisions of the Restated Declaration, and review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) The power and duty to contract and pay for: (i) maintenance, repair, and replacement of Improvements in the Common Area in accordance with the

Association's responsibility for same as set forth in the Restated Declaration, including but not limited to Common Area building components, landscaping, and utility facilities; (ii) materials, supplies, and services relating to the Common Area, including but not limited to utility services for Common Area facilities; (iii) materials, supplies, and services relating to the Lots, as may be applicable and subject to any limitations set forth in the Governing Documents; and (iv) employment of personnel as necessary to provide for proper operation of the Property.

(i) The power but not the duty to delegate its powers according to law, and, subject to the approval of the Members, to adopt bylaws.

(j) The power but not the duty to grant or quitclaim easements, licenses, or rights of way in, on, or over the Common Area for purposes not inconsistent with the intended use of the Property as a common interest development, in accordance with the Restated Declaration.

(k) The power but not the duty to employ a manager, managing agent, or management company, and/or contract with independent contractors and other persons, to perform all or any part of the duties and responsibilities of the Board under the Governing Documents and at law, except for the responsibility to hold hearings, cause legal actions to be filed and perform other duties of the Board that are not delegable under law or the Governing Documents. Notwithstanding the foregoing, and subject to the provisions of Section 8.5 of these Bylaws, the Board shall endeavor to negotiate the following provisions in any contract entered into by the Association: (1) the contract shall not exceed a one (1) year term; (2) the Association shall have the right to terminate the contract without cause upon ninety (90) days advance notice, without being required to pay any cancellation penalty; and (3) the Association shall have the right to terminate the contract for cause on thirty (30) days written notice or less, without being required to pay any cancellation penalty.

(l) The power but not the duty to designate such advisory and other committees as the Board shall desire, and to establish the purposes and powers of each such committee created, consistent with the provisions of Article X of these Bylaws.

(m) The power but not the duty to authorize the Association to pay a judgment or fine levied against the Association or any present or former Director, officer, employee, or agent of the Association, to the extent and under the circumstances provided in the Restated Declaration.

(n) The power and duty to authorize the Association to pay expenses and obligations incurred by the Association in the conduct of its business, including without limitation all licenses, taxes, and governmental charges levied or imposed against the Property.

(o) The power and duty to cause to be kept: (1) a complete record of all Board acts and Association business; (2) adequate and correct books and records of Association accounts and Assessments; (3) minutes of the proceedings of committees (to the extent such committees prepare minutes, and as required by state statute); (4) a record of Member names and mailing addresses; and (5) a record of all leased or rented Lots and the tenants/lessees under such lease or rental agreement.

(p) The power and duty to discharge by payment, if necessary, any lien against the Common Area and assess the cost of such lien to the Member or Members responsible for the existence of the lien (after notice and hearing as required by the Governing Documents and the Davis-Stirling Act).

(q) The power but not the duty to employ and engage consultants and experts, including without limitation legal and accounting service providers, to advise the Board regarding its powers and duties described in the Governing Documents and other Association matters as the Board may determine to be necessary.

(r) The power and duty to file any statements and forms required by the Secretary of State and/or the Franchise Tax Board of the State of California with respect to the Association and its business activities.

(s) The power and duty, at least once every three (3) years, to cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the Association is obligated to repair, replace, restore, or maintain as part of a study of the Reserve Account Requirements of the Development, if the current replacement value of the major components is equal to

or greater than one-half (1/2) of the gross budget of the Association, excluding the Association's Reserve Account for that period. The reserve study and resulting reserve funding plan shall include, at a minimum, that information required by the Davis-Stirling Act, be prepared on such form(s) as may be required by the Davis-Stirling Act, and be adopted by the Board in accordance with the requirements of the Davis-Stirling Act.

### **Section 8.2. Selected Financial Review Duties.**

In addition to those powers and duties set forth in Section 8.1 of these Bylaws, and any other powers and duties of the Board provided by law or the Governing Documents, the Board of Directors has the specific following powers and duties related to the review of the Association's financial records:

(a) The power and duty to review, on at least a quarterly basis: (1) a current reconciliation of the Association's operating accounts; a (2) current reconciliation of the Association's Reserve Accounts; (3) the current year's actual reserve revenues and expenses compared to the current year's budget; (4) the latest account statements prepared by the financial institutions where the Association has its operating and Reserve Accounts; and (5) an income and expense statement for the Association's operating accounts and Reserve Accounts.

(b) The power and duty to review the study of the Reserve Account Requirements of the Development, or cause it to be reviewed, annually, and consider and implement necessary adjustments to the Board's analysis of the Reserve Account Requirements as a result of that review.

(c) The power and duty to cause a review of the financial statement of the Association to be prepared in accordance with generally accepted accounting principles by a licensee of the California Board of Accountancy for any fiscal year in which the gross income to the Association exceeds seventy-five thousand dollars (\$75,000), a copy of which shall be distributed to the Members by Individual Delivery within one hundred twenty (120) days after the close of such fiscal year.

### **Section 8.3. Annual Budget Report.**

The Association, through the Board, shall distribute to all Members an Annual Budget Report thirty (30) to ninety (90) days before the end of each fiscal year, as follows:

(a) The Annual Budget Report shall include, at a minimum, the following information, as well as any other information required by the Davis-Stirling Act:

(1) A pro forma operating budget, showing the estimated revenue and expenses on an accrual basis.

(2) A summary of the association's reserves, prepared pursuant to the Davis-Stirling Act.

(3) A summary of the reserve funding plan adopted by the Board, as specified in the Davis-Stirling Act. The summary shall include notice to the Members that the full reserve study plan is available upon request, and the Association shall provide the full reserve plan to any Member upon request.

(4) A statement as to whether the Board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of thirty (30) years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.

(5) A statement as to whether the Board, consistent with the reserve funding plan adopted pursuant to the Davis-Stirling Act, has determined or anticipates that the levy of one or more Special Assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor. If so, the statement shall also set out the estimated amount, commencement date, and duration of the Special Assessment.

(6) A statement as to the mechanism or mechanisms by which the Board will fund reserves to repair or replace major components, including Assessments, borrowing, use of other Association assets, deferral of selected replacements or repairs, or alternative mechanisms.

(7) A general statement addressing the procedures used for the calculation and establishment of the reserves to defray the future repair, replacement, or additions to those major components that the Association is obligated to maintain. The statement shall include, but need not be limited to, reserve calculations made using the formula described in the Davis-Stirling Act, and may not assume a rate of return on cash reserves in excess of two percent (2%)

above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.

(8) A statement as to whether the Association has any outstanding loans with an original term of more than one (1) year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.

(9) A summary of the Association's property, general liability, earthquake, flood and fidelity insurance policies, as applicable. For each policy, the summary shall include: (i) the name of the insurer; (ii) the type of insurance; (iii) the policy limit; and (iv) the amount of the deductible, if any. To the extent that any of the required information is specified in the insurance policy declaration page, the Association may meet its obligation to disclose that information by making copies of that page and distributing it with the Annual Budget Report. The summary distributed pursuant to this paragraph shall contain, in at least 10-point boldface type, the insurance policy summary statement required under the Davis-Stirling Act.

(b) The Annual Budget Report shall be made available to the Members by Individual Delivery.

(c) The Association shall deliver either: (1) the full Annual Budget Report; or (2) a summary of the Annual Budget Report. If a summary of the Annual Budget Report is provided by the Association, that summary shall include a general description of the content of the Annual Budget Report, and instructions on how to request a complete copy of the Annual Budget Report at no cost to the Member shall be printed in at least 10-point boldface type on the first page of the summary. Notwithstanding the foregoing, if a Member has requested to receive the Annual Budget Report in full, the Association shall deliver the full report to the Member, rather than a summary of the Annual Budget Report.

(d) The "Assessment and Reserve Funding Disclosure Summary" form, prepared pursuant to the Davis-Stirling Act, shall accompany each Annual Budget Report or summary of the Annual Budget Report that is delivered pursuant to this Section 8.3.

**Section 8.4. Annual Policy Statement.**

Within thirty (30) to ninety (90) days before the end of each fiscal year, the Board shall distribute an Annual Policy Statement that provides the Members with information about Association policies, as follows:

(a) The Annual Policy Statement shall include all of the following information:

(1) The name and address of the person designated to receive official communications to the Association.

(2) A statement explaining that a Member may submit a request to have notices sent to up to two (2) different specified addresses.

(3) The location, if any, designated for posting of a General Notice.

(4) Notice of a Member's option to receive General Notices by Individual Delivery.

(5) Notice of a Member's right to receive copies of Board meeting minutes and of how and where to do so.

(6) The statement of Assessment collection policies required by the Davis-Stirling Act.

(7) A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of Assessments.

(8) A statement describing the Association's discipline policy, if any, including any schedule of penalties for violations of the Governing Documents, pursuant to the Davis-Stirling Act.

(9) A summary of dispute resolution procedures, pursuant to the Davis-Stirling Act.

(10) A summary of any requirements for Association approval of a physical change to the Property, pursuant to the Davis-Stirling Act.

(11) The mailing address for overnight payment of Assessments, pursuant to the Davis-Stirling Act.

(12) Any other information that is required by law or the Governing Documents or that the Board determines to be appropriate for inclusion.

(b) The Annual Policy Statement shall be made available to the Members by Individual Delivery.

(c) The Association shall deliver either: (1) the full Annual Policy Statement; or (2) a summary of the Annual Policy Statement. If a summary of the Annual Policy Statement is provided by the Association, that summary shall include a general description of the content of the Annual Policy Statement, and instructions on how to request a complete copy of the Annual Policy Statement at no cost to the Member shall be printed in at least 10-point boldface type on the first page of the summary. Notwithstanding the foregoing, if a Member has requested to receive the Annual Policy Statement in full, the Association shall deliver the full report to the Member, rather than a summary of the Annual Policy Statement.

#### **Section 8.5. Prohibited Acts.**

The Board of Directors shall not take any of the following actions, except with the vote or written consent of a majority of the total voting power of the Association:

(a) Entering into a contract with a third party wherein the third party will furnish goods or services for the Common Area or the Association for a term longer than one (1) year, subject to the provisions of subsection (k) of Section 8.1 of these Bylaws, with the following exceptions:

(1) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(2) Prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration, provided that the policy permits short rate cancellation by the insured.



(3) Lease agreements for laundry room fixtures and equipment not to exceed five (5) years' duration.

(4) Agreements for cable television, satellite television, and Internet services and equipment, on a "bulk" or "non-bulk" basis, not to exceed five (5) years' duration.

(5) A contract for repairs of major damage or destruction to the Common Area which can reasonably be completed within two (2) years from commencement, subject to any Member approval requirements for the cost of the repairs under the Governing Documents.

(b) Selling during any fiscal year any property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; provided, however, that this limitation shall not apply to the expenditure of any funds accumulated in a reserve fund for capital improvements, so long as the expenditure is for the purpose for which the fund was established. For purposes of this provision, "capital improvements" shall mean and refer to the construction of new improvements, additions to or expansions of existing improvements, or the repurposing of existing improvements.

## **ARTICLE IX OFFICERS**

### **Section 9.1. Designation.**

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors, and all of whom must be Directors. The Board of Directors may appoint a second vice president, an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary, who must also be Directors. Any Director may hold more than one office; provided, however, that

the offices of President and Vice President shall not be held by the same Director. Any Director who does not hold an officer position shall be deemed to be a “member at large” of the Board.

**Section 9.2. Election of Officers.**

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors, and each officer shall hold office at the pleasure of the Board of Directors until such officer shall resign, be removed or otherwise be disqualified to serve.

**Section 9.3. Removal of Officers.**

Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; unless otherwise specified in the resignation notice, acceptance of such resignation by the Board shall not be necessary to make the resignation effective.

**Section 9.4. Filling of Vacancies.**

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled by the Board at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. The period of time for any office filled in this manner shall be for the unexpired term of the officer replaced.

**Section 9.5. Compensation of Officers.**

No officer shall receive any compensation for services performed in the conduct of the Association's business, provided that: (1) nothing herein contained shall be construed to preclude any officer from serving the Association in some other capacity and receiving compensation for same; and (2) any officer may be reimbursed for the officer's actual expenses incurred in the performance of such officer's duties.

**Section 9.6. President.**

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of a California corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the day-to-day business of the Association. The President shall be an *ex officio* member of all standing committees, and shall have such other powers and duties as may be prescribed by the Board or the Governing Documents.

**Section 9.7. Vice President.**

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or the Governing Documents.

**Section 9.8. Secretary.**

The Secretary, or the Secretary's designee, shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members, at the principal office of the Association or at such other place as the Board may order. The Secretary, or the Secretary's designee, shall have charge of such books and papers as the Board may direct, and the Secretary shall, in general, perform all of the duties incident to the office of Secretary of a California corporation. The Secretary, or the Secretary's designee, shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board, as required by these Bylaws and the Davis-Stirling Act. The Secretary, or the Secretary's designee, shall maintain a record book of current Members, listing the names, mailing addresses, telephone numbers and other contact information of Members, as furnished to the Association. The Secretary, or the Secretary's designee, shall also maintain a record book of all leased or rented Lots and the tenants/lessees under such lease or rental agreement. The Secretary shall have such other powers and duties as from time to time may be prescribed by the Board or the Governing Documents.

**Section 9.9. Treasurer.**

The Treasurer shall be the chief financial officer of the Association, and shall have responsibility for Association funds and securities and for keeping, or causing to be kept, full and accurate accounts, tax records, and business transactions of the Association, including accounts of all assets, liabilities, receipts, and disbursements, in books belonging to the Association. The Treasurer, or the Treasurer's designee, shall be responsible for the deposit of all and other valuable effects in the name, and to the credit, of the Association moneys in such depositories as may from time to time be designated by the Board. The Treasurer, or the Treasurer's designee, shall disburse the funds of the Association as directed by the Board of Directors, in accordance with the Governing Documents and the law, and render to the President and Directors, upon request, an account of all of such Treasurer's transactions as Treasurer and of the financial conditions of the Association. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board or the Governing Documents.

**ARTICLE X  
COMMITTEES**

**Section 10.1. Committees of the Board.**

(a) The Board may, by resolution adopted by a majority of the number of Directors then in office, provided that a quorum is present, create one or more committees of the Board (each, an "*Executive Committee*"), each consisting of two (2) or more Directors, to serve at the pleasure of the Board. Appointments to Executive Committees shall be by a majority vote of the Directors then in office. The Board may appoint one (1) or more Directors as alternate members of such committee, who may replace any absent member at any meeting of the committee.

(b) An Executive Committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(1) The approval of any action which also requires approval of the Members or approval of a majority of all Members.

(2) The filling of vacancies on the Board or in any committee which has the authority of the Board.

(3) The amendment or repeal of these Bylaws or the adoption of new Bylaws.

(4) The amendment or repeal of any resolution of the Board which by its express terms is not amendable or repealable.

(5) The appointment of committees of the Board or the members thereof.

(6) Any other matters described in Section 7212 of the Corporations Code as not being within the authority of an Executive Committee.

(c) An Executive Committee shall not include as members persons who are not Directors.

(d) Each Executive Committee shall have a chairperson. Meetings and actions of Executive Committees consisting of a quorum of the Board shall be governed by, and held and taken in accordance with, the provisions of Article VII of these Bylaws, with such changes in context as are necessary to substitute the Executive Committee and its members for the Board and its members. The time for regular meetings of an Executive Committee may be determined either by resolution of the Board or by resolution of the committee, and special meetings of an Executive Committee may be called by resolution of the Board or by the chairperson of the Executive Committee. Minutes shall be kept of each meeting of any Executive Committee, and shall be filed with the Association's records.

(e) Unless otherwise expressly provided in the Board resolution authorizing and empowering an Executive Committee, all corporate powers exercised by an Executive Committee shall be exercised under the ultimate direction of the Board.

(f) The Board may adopt Rules not inconsistent with the provisions of these Bylaws for the governance of any Executive Committee.

## **Section 10.2. Advisory Committees.**

(a) The Board may, by resolution adopted by a majority of the number of Directors then in office, provided that a quorum is present, create one or more committees that do not exercise the authority of the Board (each, an “*Advisory Committee*”), each consisting of Members of the Association or Directors, or both, to serve at the pleasure of the Board. Appointments to Advisory Committees shall be by a majority vote of the Directors then in office. The Board may appoint one (1) or more persons as alternate members of such committee, who may replace any absent member at any meeting of the committee.

(b) Subject to the Governing Documents, Advisory Committees shall not have any authority of the Board, but shall serve in an advisory capacity to the Board on such matters as shall be delegated to the committee by the Board; provided, however, the Architectural Review Committee formed pursuant to the Restated Declaration shall have the powers given to it under the Restated Declaration.

(c) Each Advisory Committee shall have a chairperson to preside over the committee meetings. Regular meetings of Advisory Committees may be determined either by resolution of the Board or by resolution of the committee; special meetings of Advisory Committees may also be called by resolution of the Board or by the chairperson of the committee. The Architectural Review Committee shall keep meeting minutes and file those minutes in the Association’s records.

(d) The Board of Directors may adopt Rules not inconsistent with the provisions of these Bylaws for the governance of any Advisory Committee.

## **ARTICLE XI ASSOCIATION RECORDS**

### **Section 11.1. Records Inspection.**

The Association shall make available Association records for inspection and copying by a Member of the Association, or the Member’s designated representative, as follows:

(a) Those records described as “association records” in the Davis-Stirling Act (the “*Association Records*”) shall be made available for the time periods and within the timeframes provided in the Davis-Stirling Act. A Member of the Association may designate another person to inspect and copy the specified Association Records on the Member’s behalf. The Member shall be required to make any such designation in writing to the Association.

(b) The Association shall make Association Records available for inspection and copying in the Association’s business office within the Development. If the Association does not have a business office within the Development, the Association shall make the Association Records available for inspection and copying at a place agreed to by the requesting Member and the Association. If the Association and the requesting Member cannot agree upon a place for inspection and copying, or if the requesting Member submits a written request directly to the Association for copies of specifically identified Association Records, the Association may satisfy the requirement to make the Association Records available for inspection and copying by delivering copies of the specifically identified records to the Member by Individual Delivery within the timeframes set forth in the Davis-Stirling Act.

(c) Except as may be otherwise provided under the Davis-Stirling Act, the Association may withhold or redact information from the Association Records if any of the following are true:

(1) The release of the information is reasonably likely to lead to identity theft. For the purposes of this Article XI, “identity theft” means the unauthorized use of another person’s personal identifying information to obtain credit, goods, services, money, or property. Examples of information that may be withheld or redacted include bank account numbers of Members or vendors, social security or tax identification numbers, and check, stock, and credit card numbers.

(2) The release of the information is reasonably likely to lead to fraud in connection with the Association.

(3) The information is privileged under law. Examples include documents subject to attorney-client privilege or relating to litigation in which the Association is or may become involved, and confidential settlement agreements.

(4) The release of the information is reasonably likely to compromise the privacy of an individual Member of the Association.

(5) The information contains any of the following:

(A) Records of goods or services provided a la carte to individual Members of the Association for which the Association received monetary consideration other than Assessments.

(B) Records of disciplinary actions, collection activities, or payment plans of Members other than the Member requesting the records.

(C) Any person's personal identification information, including, without limitation, social security number, tax identification number, driver's license number, credit card account numbers, bank account number, and bank routing number.

(D) Minutes and other information from executive session meetings of the Board, except for executed contracts not otherwise privileged.

(E) Personnel records. Notwithstanding the foregoing, except as provided by the attorney-client privilege, the Association may not withhold or redact information concerning the compensation paid to employees, vendors, or contractors; provided, however, information for individual employees of the Association, as may be applicable, shall be set forth by job classification or title, not by the employee's name, social security number, or other personal information.

(F) Interior architectural plans, including security features, for individual Lots.

(d) The Association may bill the requesting Member for the direct and actual cost of copying and mailing requested documents. The Association shall inform the Member of the amount of the copying and mailing costs, and the Member shall agree to pay those costs, before copying and sending the requested documents.



(e) Certain Association Records are described as “enhanced association records” under the Davis-Stirling Act (the “*Enhanced Association Records*”). Enhanced Association Records include, without limitation, invoices, receipts and canceled checks for payments made by the Association, purchase orders approved by the Association, credit card statements for credit cards issued in the name of the Association, statements for services rendered, and reimbursement requests submitted to the Association. In addition to the direct and actual costs of copying and mailing Enhanced Association Records, the Association may bill the requesting Member for the time actually and reasonably involved in redacting an Enhanced Association Record, consistent with the amounts provided in the Davis-Stirling Act. The Association shall inform the Member of the estimated costs, and the Member shall agree to pay those costs, before retrieving the requested documents. If the Enhanced Association Record includes a reimbursement request, the person submitting the reimbursement request shall be solely responsible for removing all personal identification information from the request.

(f) If the Association denies or redacts records, upon request by the requesting Member, the Association shall provide a written explanation specifying the legal basis for withholding or redacting the requested records.

(g) Requesting parties shall have the option of receiving specifically identified records by electronic transmission or machine-readable storage media as long as those records can be transmitted in a redacted format that does not allow the records to be altered. The cost of duplication shall be limited to the direct cost of producing the copy of a record in that electronic format. The Association may deliver specifically identified records by electronic transmission or machine-readable storage media as long as those records can be transmitted in a redacted format that prevents the records from being altered.

(h) Neither the Association nor any officer, director, employee, agent, or volunteer of the Association shall be liable for damages to a Member of the Association or any third party as the result of identity theft or other breach of privacy because of the failure to withhold or redact that Member’s information, unless the failure to withhold or redact the information was intentional, willful, or negligent.

## **Section 11.2. Membership Lists.**

(a) A Member of the Association may opt out of the sharing of that Member's name, Lot address, and mailing address with other Members by notifying the Association in writing that the Member prefers to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt out shall remain in effect until changed by the Member.

(b) A Member requesting the Association's membership list shall state the purpose for which the list is requested, which purpose shall be reasonably related to the requester's interest as a Member. If the Association reasonably believes that the information in the list will be used for another purpose, it may deny the Member access to the list.

## **Section 11.3. Use of Association Records.**

(a) The Association Records, and any information from them, may not be sold, used for a commercial purpose, or used for any other purpose not reasonably related to a Member's interest as a Member. The Association may bring an action against any Person who violates this provision for injunctive relief and for actual damages to the Association caused by the violation.

(b) Nothing contained in this Article XI is to be construed to limit the right of the Association to damages for misuse of information obtained from the Association Records, or to limit the right of the Association to injunctive relief to stop the misuse of this information.

(c) The Association shall be entitled to recover reasonable costs and expenses, including reasonable attorney's fees, in a successful action to enforce its rights under this Section 11.3.

## **ARTICLE XII MISCELLANEOUS**

### **Section 12.1. Checks, Drafts and Documents.**

All checks, drafts, orders for payment of money, notes, and other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed in the manner and by the person or persons as the Board shall determine by resolution, subject to the provisions of the Governing Documents and the Davis-Stirling Act.

### **Section 12.2. Execution of Documents.**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, Director, agent, committee member, or employee of the Association shall have any power or authority to bind the Association by any contract or engagement, or to pledge the Association's credit or to render it liable for any purpose or in any amount.

### **Section 12.3. Operating Account.**

There shall be established and maintained one (1) or more cash deposit accounts, each to be known as an "operating account", into which shall be deposited the operating portion of all Assessments, as fixed and determined for all Members in accordance with the Restated Declaration. Disbursements from the operating account shall be for the general need of the operation of the Association and the Development, including, but not limited to, wages, repairs, payment of vendors, betterments, maintenance, utilities, and other operating expenses of the Development, as may be applicable.

### **Section 12.4. Reserve Funds.**

The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components that the Association is obligated to repair, restore, replace, or maintain

and for which the reserve fund was established. Notwithstanding the foregoing, the Board may authorize the temporary transfer of moneys from a reserve fund to the Association's general operating fund to meet short-term cashflow requirements or other expenses, pursuant to the provisions of the Davis-Stirling Act. The signatures of at least two (2) Directors shall be required for the withdrawal of moneys from the Association's Reserve Accounts.

**Section 12.5. Gifts.**

The Board, in its sole discretion, may accept on behalf of the Association any contribution, gift, bequest, or devise for any general or special purpose of the Association.

**Section 12.6. Fiscal Year.**

The fiscal year of the Association shall begin on the first day of April and end on the last day of May of every calendar year, but is subject to change from time to time as the Board of Directors shall determine by Board resolution.

**Section 12.7. Headings, Number and Gender.**

The subject headings of the articles, sections, and subsections of these Bylaws are included for purposes of convenience and reference only, and shall not affect the construction or interpretation of any of the provisions of these Bylaws. In these Bylaws, where applicable, references to the singular shall include the plural and references to the plural shall include the singular. References to the male, female, or neuter gender in these Bylaws shall include reference to all other such genders where the context so requires.

**ARTICLE XIII  
AMENDMENTS TO BYLAWS**

These Bylaws may be amended by the Secret Ballot vote of Members representing at least a majority of a quorum of the Association; provided, however, that the specified percentage of Members necessary to amend a specific provision of these Bylaws shall not be less than the percentage of affirmative votes prescribed for action to be taken under that provision. Notwithstanding the foregoing, the Board shall have the power to amend these Bylaws without Member approval, upon adoption of a Board resolution authorizing such amendment, if

such amendment is: (1) permitted by the law to be adopted by the Board without Member approval; (2) required under any law; and/or (3) to correct a cross-reference in these Bylaws to the Davis-Stirling Act or another law that was repealed and continued in a new provision. Individual Notice of any amendment to these Bylaws shall be given to all Members upon certification by the Secretary of the Association of such amendment.

#### **ARTICLE XIV CONFLICTING PROVISIONS**

To the extent of any conflict between these Bylaws and the law, the law shall prevail. To the extent of any conflict between these Bylaws and the Articles or Restated Declaration, the Articles or Restated Declaration shall prevail. To the extent of any conflict between these Bylaws and a Rule, these Bylaws shall prevail unless the Rule was adopted in compliance with the law.

**CERTIFICATE OF SECRETARY  
OF  
SHADOW HILLS ESTATES HOMEOWNERS' ASSOCIATION**

I, the undersigned, do hereby certify that:

1. I am the duly appointed and acting Secretary of Shadow Hills Estates Homeowners' Association (the "**Association**"), a California nonprofit mutual benefit corporation.

2. The foregoing *Amended and Restated Bylaws of Shadow Hills Estates Homeowners' Association* (the "**Bylaws**"), comprising \_\_\_\_\_ pages, not including the cover page and table of contents thereto, were: (i) duly adopted by at least fifty-one percent (51%) of the voting power of the Association by Secret Ballot on \_\_\_\_\_, 20\_\_\_\_, in accordance with applicable statutory requirements; and (ii) consented to by at least seventy-five (75%) of all "institutional holders" that are first mortgagees or beneficiaries under first deeds of trust encumbering a Lot, as described in Article VIII, Section 7(b) of the Original Declaration and Article VII, Section 2(j) of the Association's By-laws dated March 23, 1981.

3. Capitalized terms used in this Certificate of Secretary that are not defined herein shall have the meanings given to them in the "Restated Declaration" defined in Section 1.1 of the Bylaws.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary