

AMENDED AND RESTATED BYLAWS

OF

BAYVIEW CONDOMINIUM ASSOCIATION, INC.

The Association intends by this document to amend and restate those Bylaws described in Section 1.4 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on \_\_\_\_\_, 2019, as Document No. \_\_\_\_\_ in the Office of the Recorder of the County of San Mateo, State of California.

ARTICLE I

NAME, PURPOSE AND LOCATION

1.1 **Name:** The name of this corporation is Bayview Condominium Association, Inc., hereinafter referred to as the "Association."

1.2 **Purpose:** The purpose of the Association is to perform the powers and duties thereof as set forth in these Bylaws and in the Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration," heretofore recorded for the benefit of the Project and for the benefit of all purchasers and Owners of the residential Units within the Project. Should there be any inconsistency between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall prevail.

1.3 **Location:** The Association is located on Frontera Way at Vallejo Drive in the City of Millbrae, County of San Mateo, California.

ARTICLE II

DEFINITIONS

2.1 **Definitions:** The definitions contained in the Declaration are incorporated by reference herein.

2.2 **Declaration:** "Declaration" means the Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded on \_\_\_\_\_, 2019, at Document No. \_\_\_\_\_ in the Office of the Recorder of San Mateo County, State of California.

ARTICLE III

MEETINGS OF MEMBERS AND VOTING

3.1 **Qualification and Initiation:** Every Person or entity who is a record Owner

of a Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association. If a given Unit is owned by more than one Owner, all of such Owners shall be Members of the Association. However, for purposes of representation of such Unit, such Unit shall be represented by only one (1) vote. The foregoing is not intended to include Persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership.

3.2 **Transfer:** The membership of any Owner of a Unit shall not be transferred, pledged or alienated in any way except upon the transfer of title of such Unit and then only to the transferee of such Unit. The Association membership of each Owner is appurtenant to the Unit giving rise to such membership and shall be inseparable from ownership of said Unit. Any attempt to make a prohibited transfer is void and shall not be reflected on the Association books. In the event an Owner of any Unit should fail or refuse to transfer the membership registered in his or her name to the purchaser of such Unit, the Association shall have the right to record the transfer on the Association books. Any transfer of title to a Condominium shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3.3 **Suspension of Membership:** During any period during which a Member shall be in default in the payment of any assessments levied by the Association, the voting rights and right to use the recreational facilities of such Member may be suspended by the Board until such assessments have been paid. Such rights of a Member may also be suspended after notice and hearing for a period not to exceed thirty (30) days for any single infraction of the Governing Documents. Notice of said hearing shall be mailed to the accused Owner, postage prepaid, not less than fifteen (15) days prior to such hearing and a copy of such notice shall be posted in a conspicuous place at or on the Member's Condominium Unit.

3.4 **Membership and Voting:** Membership shall be held as provided in the Declaration. There shall be only one (1) class of Members. The Members shall be entitled to one (1) vote for each Condominium.

3.5 **Joint Owner Disputes:** The vote for each Unit may be cast only as a Unit and fractional votes shall not be permitted. In the event joint Owners are unable to agree as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Unit it shall thereafter be conclusively presumed for all purposes that he or she was acting with the consent and authority of all other Owners of the same Unit. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and all of said votes shall be deemed void.

3.6 **Members' Rights and Duties:** Each Member shall have the rights, duties and obligations set forth herein and in the Declaration, as the same may be amended from time to time.

ARTICLE IV  
MEETING OF THE OWNERS

4.1 **Place of Meeting:** Owners' meetings shall be held at the Project site, or as close thereto as practicable, as may be directed by vote and resolution of the Board of Directors.

4.2 **Annual Meeting:** The annual meeting of the Members shall be held in the month of March at a date, time and place to be set by the Board.

4.3 **Special Meetings:** Special meetings of the Members shall be scheduled within ninety (90) days by the Board in response to the vote of the Board, or upon written request of five (5) Members.

4.4 **Notice of Meetings:** Notice of meetings of the Members shall be given not less than thirty (30) nor more than ninety (90) days before the date of the meeting to each Member. The notice shall state the date, place and time of the meeting. In the case of a special meeting, the notice must state the general nature of the business to be transacted, and no other business may be transacted. In the case of a regular meeting, the notice must state those matters which the Board intends to present for action by the Members, but any proper matter may be presented at the meeting for action. The notice of 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. Notice of meetings of Members shall be given personally, by first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier, addressed to the recipient at the address last shown on the books of the Association, or by email, facsimile, or other electronics means, if the recipient has consented, in writing, to that method of delivery.

4.5 **Proxies:** The use of proxies is not allowed.

4.6 **Order of Business:** The order of business at all meetings of the Owners shall be as follows:

1. Roll Call
2. Proof of Notice of Meeting
3. Reading of Minutes of preceding meeting
4. Reports of Officers
5. Election of Board (Annual Meetings only)
6. Unfinished Business
7. New Business

4.7 **Parliamentary Procedure:** All questions of Parliamentary Procedure shall be decided in accordance with Roberts' Rules of Order.

4.8 **Adjournment:** Any Association meeting may be adjourned from time to

time to such time and place as may be determined by majority vote of Members present, whether a quorum is present or not. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

4.9 **Organization**: The President, or in his or her absence, the Vice-President, shall call the meeting of Members to order and shall act as chairperson of the meeting. In the absence of the President and Vice-President, Members shall appoint a chairperson for such meeting. The Secretary of the Association shall act as Secretary at all meetings of Members but in the absence of the Secretary at any Members' meeting, the presiding officer may appoint any person to act as Secretary thereof.

4.10 **Inspectors of Election**: Prior to any Members' meeting, the Board shall appoint inspectors of election to act at such meetings or any adjournment thereof. If inspectors are not so appointed, the chairperson of any meeting may and upon request of any Member shall, make such appointment at the meeting. The number of inspectors shall be either one or three.

4.11 **Quorum**: A quorum for the transaction of business at an Association meeting through the presence in person or by ballot of such Members, shall be established at fifty-one percent (51%) of the Total Voting Power. In the absence of a quorum at an Association meeting a majority of those present in person may adjourn the meeting to another time but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than ten (10) nor more than thirty (30) days from the original date and the quorum for such later meeting shall be twenty-five percent (25%) of the Total Voting Power. Notice of an adjourned meeting shall be mailed to the Members at least five (5) days prior to the meeting.

4.12 **Secret Ballot**: Elections regarding (a) assessment increases or special assessments that require a vote; (b) election and removal of Directors; (c) amendments to the Governing Documents, or (d) the grant of Exclusive Use Common Area shall be held by secret ballot in accordance with the procedures set forth in Civil Code Section 5115 and the election Rules adopted by the Board.

4.13 **Action Without Meeting**: Any action that may be taken at any annual or special meeting of Members (except for the election or removal of Directors) may be taken without a meeting in accordance with the provisions of California Civil Code Section 5115.

## ARTICLE V OFFICERS

5.1 **Designation**: The officers of this Association shall be a President and a Vice-President who shall at all times be Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

5.2 **Election and Tenure of Officers:** Officers shall be elected by and from the Board at the first Board Meeting after the Annual Meeting, and shall hold office for one (1) year unless sooner removed,

5.3 **Removal of Officers:** On affirmative vote of fifty-one (51%) percent of the Board present and entitled to vote in any duly constituted meeting, any officer may be removed either with or without cause and his successor elected at any regular or special meeting of the Board called for that purpose. Any such person removed from his or her position as an officer may remain on the Board subject to the will of the Owners pursuant to Section 7.5.

5.4 **Vacancies:** In the event of vacancy in any office because of death, incapacity, resignation, removal or any other cause, such vacancy shall be filled as promptly as possible by vote of the Board in the manner prescribed herein for regular election to such office.

5.5 **President:** The President shall preside at all meetings and shall have all powers and duties which are usually vested in the office of president of a non-profit corporation, including but not limited to, the power to appoint committees from among the Owners from time to time and he or she may, in his or her discretion, decide what is appropriate in connection with the management of the Project. He or she shall be the principal executive officer of the Association and subject to control of the Board, shall supervise all business and affairs of the Association and officers thereof.

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

5.7 **Secretary:** The Secretary shall keep a record book in which shall be kept the minutes of all regular and special meetings of the Owners and an informal summary of all actions taken at meetings of the Board. The Secretary shall also send out or deliver notices of all regular and special meetings of Owners and of the Board. Further, he or she shall have all powers and duties vested in the Secretary of a non-profit corporation or assigned to him or her from time to time by the President or by the Board.

5.8 **Treasurer:** The Treasurer shall maintain an accurate record of all receipts and disbursements in connection with the operation of the Project. At such time as a professional management agent is not managing the Project, he or she shall collect maintenance fees periodically from each Owner, give proper receipt therefor and promptly deposit same in a joint bank account of the Association. Additionally, he or she shall perform such other duties as from time to time are assigned to him or her by the President or by the Board.

5.9 **Subordinate Officers:** The Board may appoint subordinate officers, each of whom shall hold office at the discretion of the Board.

5.10 **Signing of Checks**: All checks for payment of obligations and expenses of the Owners as a whole, shall be signed by no fewer than two (2) officers. Until such time as a management agent may be employed, the Treasurer shall draw and sign all checks and the President shall countersign same, when he or she is available. In the absence of the President or Treasurer, the Secretary may sign and/or countersign checks.

5.11 **Indemnification**: The Association shall indemnify any present or former Director, officer, or committee member of the Association to the fullest extent authorized under California Corporations Code Section 7237, or any successor statute.

5.12 **Fidelity Bonds**: All officers and employees of the Association handling or responsible for any funds received or collected by the Association, shall furnish adequate fidelity bonds. The premiums on said bonds shall be paid by the Association as a common expense.

## ARTICLE VI BOARD OF DIRECTORS

6.1 **Powers and Duties of the Board**: The Board shall consist of five (5) Directors all of whom shall be Owners. It shall be the exclusive duty of the Board to exercise all of the powers and duties of the Association, and to manage and conduct the affairs of the Association, except as expressly reserved to a vote of the members. The powers and duties of the Board shall be as follows:

6.2 **Powers**: The Board shall have the following powers:

6.2.1 **Adoption of Rules**. To adopt and publish Rules and regulations governing the use of the Common Area and facilities and the personal conduct of Members and their guests with respect to the Property and other Owners.

6.2.2 **Exercise of Powers**. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, not reserved to the membership by other provisions of these Bylaws or the Declaration.

6.2.3 **Declare Office of Director Vacant**. To declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board.

6.2.4 **Collect Assessments**. To establish, levy, assess and collect assessments or charges.

6.2.5 **Enforce Restrictions**. To enforce the applicable provisions of the Declaration, these Bylaws and other instruments for the management and control of the Project including reasonable Rules and regulations that may be promulgated by the Board.

6.2.6 Pay Taxes on Common Area. To pay taxes and assessments which are or could become a lien on the Common Area or any portion thereof.

6.2.7 Delegate Powers. To delegate its powers to committees, officers, employees or a professional property Manager.

6.2.8 Contract for Materials and Services. To contract for materials and/or services for the Common Area or the Association.

6.2.9 Contract for Insurance. To contract for fire, casualty, liability and other insurance on behalf of the Association.

6.2.10 Contracts - Execution - Limitations. The Board, except as may be otherwise provided in these Bylaws, may authorize any officer or agent 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 and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by a contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

6.2.11 Right of Entry. To enter in or upon any privately-owned Unit where necessary in connection with inspection, construction, maintenance or repair for the benefit of the Common Area or for the Owners in common after reasonable notice to the owner prior to entry.

6.3 Duties. It shall be the duty of the Board:

6.3.1 Records. To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to Members at the annual meeting of Members or at any special meeting when such statement is requested in writing, by 1/5th of the membership entitled to vote.

6.3.2 Supervise. To supervise all officers, agents and employees of the Association and to see that their duties are properly performed.

6.3.3 Assessments: To fix, levy, collect and enforce assessments as set forth in the Declaration.

6.3.4 Common Area Insurance. To procure and maintain adequate liability insurance and to procure adequate hazard insurance on property under the control of the Association.

6.3.5 Bonds. To cause all officers or employees having fiscal responsibility to be bonded as it may deem appropriate.

6.3.6 Maintenance of Common Area. To cause the Common Area to be maintained in a first-class condition.

6.3.7 Maintenance of Exteriors. To cause the exterior of all Units to be maintained in a first-class condition and to the extent provided for in the Declaration.

6.3.8 Employment of Managing Agent. To employ an independent contractor or such other employees as it deems necessary and to prescribe their duties.

6.3.9 Insurance: Procure and maintain insurance as required by the Declaration.

6.4 Financial and Reporting Requirements:

6.4.1 Review of Financial Records: The Board shall review on at least a quarterly basis: (a) a current reconciliation of the Association's operating and reserve accounts; (b) the current year's actual reserve revenues and expenses compared to the current year's budget; (c) an income and expense statement for the Association's operating and reserve accounts; and (d) the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts.

6.4.2 Reserve Account Withdrawal Restrictions: The signatures of at least two (2) Directors shall be required for the withdrawal of monies from the Association's reserve accounts.

6.4.3 Reserve Account Fund Management: 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 which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established. However, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses if the Board has provided notice of the intent to consider the transfer in a notice of meeting. The notice shall include the reasons the transfer is needed, some of the options for repayment and whether a special assessment may be considered. If the Board authorizes the transfer, the Board shall issue a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed and describing when and how the monies will be repaid to the reserve fund. The transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except that the Board may, after giving the same notice required for considering a transfer, and upon making a finding supported by documentation that a temporary delay would be in the best interests of the common interest development, temporarily delay the restoration. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to the reserve account, and shall, if necessary, levy a special Assessment to recover the full amount of the expended funds within the time limits required by this section. This special assessment is subject to the limitation imposed by Civil Code Section 5605. The Board may, at its discretion, extend the date the payment on the special assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of an unpaid special assessment.



6.4.4 Reserve Studies: At least once every three (3) years, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components which the Association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the Association. The Board shall review this study annually or cause it to be reviewed annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review. The study required by the subdivision shall meet the requirements of Civil Code Section 5550 et seq. The reserve funding plan shall be adopted by the Board at an open meeting. If the Board determines that an assessment increase is necessary to fund the reserve funding plan, any increase shall be approved in a separate action of the Board.

6.4.5 Financial Review: A review of the financial statement of the Association shall 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 (\$75,000.00). A copy of the review of the financial statement shall be distributed within one hundred twenty (120) days after the close of each fiscal year.

6.4.6 Tax Exempt Status: The Board shall cause to be timely filed any annual election for tax-exempt status as may be required under federal or state law, and shall undertake to cause the Association to comply with the statutes, Rules, and regulations which have been or shall be adopted by federal and state agencies pertaining to such exemptions.

6.4.7 Annual Reports: Within thirty (30) to ninety (90) days before the end of its fiscal year, the Board shall mail to the Members an annual budget report as required by Civil Code Section 5300 and an annual policy statement as required by Civil Code Section 5310.

6.5 Prohibited Acts: The Board shall not take any of the following actions, without the affirmative vote of Members representing a majority of a quorum of the Total Voting Power.

6.5.1 Long-Term Contracts: Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

(a) 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;

(b) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured;

(c) Agreements for cable or wireless internet or television services and equipment, or fire or burglar alarm services and equipment, not to exceed five (5) years' duration.

6.5.2 **Capital Improvements:** Incurring aggregate expenditures for new 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; this does not include the replacement of existing Common Area components.

6.5.3 **Sale of Property:** Selling during any fiscal year 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; except the sale of a Condominium acquired through the foreclosure of an assessment lien.

## ARTICLE VII BOARD OF DIRECTORS

7.1 **Number and Qualification:** The affairs of this Association shall be managed by a Board of five (5) Directors, all of whom must be Members in good standing. For the purposes of this section, good standing means current in the payment of assessments and in compliance with the Governing Documents. Where one (1) Person owns two (2) or more Condominiums, that Person may only hold one position on the Board. Where two (2) Persons own one (1) Condominium, only one (1) Owner of that Condominium may serve on the Board.

7.2 **Nomination:** The Board shall solicit nominees for election to the Board no less than sixty (60) days prior to the annual meeting. Nomination may be made by any Member. Any Member may nominate him or herself. Nominations may be made by write-in on the ballot. Nominations may also be made from the floor at the annual meeting. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes. Notice to the Members of the annual meeting shall include the names of all those who are nominees at the time the notice is sent.

7.3 **Election:** The election of the Board shall be conducted at the annual meeting of the Members. In even numbered years, two (2) Directors shall be elected; in odd numbered years, three (3) Directors shall be elected. At such election the Members may cast one (1) vote for each vacancy. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Voting for Directors or for their removal shall be by secret written ballot. The Board is authorized to adopt election Rules pursuant to Civil Code Section 5105.

7.4 **Term:** The term of each Director shall be two (2) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

7.5 **Removal; Vacancies:** A Director shall be automatically removed upon ceasing to be a Member. Any Director may resign by giving written notice to the Board. Any Director may be removed by the vote of a majority of a quorum of the Members. Any Director who fails to attend three (3) consecutive Board meetings or becomes ninety (90) days delinquent in the payment of assessments may be removed from office by a vote of the Board. If a Director ceases to be a Member, resigns, or is removed by the Board, the vacancy may be filled by the Board at a duly

held meeting, or by the sole remaining Director. The Members may elect a Director at any time to fill any vacancy not filled by the Board. A vacancy created by the removal of a Director by the Members can only be filled only by election by the Members. Any Director who resigns, is removed or whose term ends must forthwith return to the Association any of its books, records or other documents in his or her possession. A successor Director shall serve for the unexpired term of his or her predecessor.

7.6 **Compensation:** No Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses, if reasonable, incurred in the performance of his or her duties.

7.7 **Indemnification:** The Association shall indemnify any present or former Director, officer, or committee member of the Association to the fullest extent authorized under California Corporations Code Section 7237, or any successor statute.

## ARTICLE VIII MEETINGS OF DIRECTORS

8.1 **Regular Meetings:** Regular meetings of the Board shall be held quarterly or as often as deemed necessary by the Board at such place, and at such day and hour as may be fixed from time to time by resolution of the Board.

8.2 **Special Meetings:** Special meetings of the Board may be called by the President or two (2) Directors.

8.3 **Notice of Board Meetings:**

8.3.1 **Notice to Directors:** Notice of the time and place of meetings of the Board and an agenda of any items of business to be discussed or voted on shall be given to each Director at least four (4) days prior to the meeting or two (2) days prior to a meeting that will be held solely in executive session. The notice and agenda shall be given to each Director by one (1) of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, including a voice message system or other system or technology designed to record and communicate messages; or (d) other electronic means, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director. Notices and agendas shall be given or sent to the Director's address, email address, or telephone number as shown on the records of the Association. The Board may not discuss or take action on any item at a non-emergency meeting unless the item was placed on the agenda, except as provided in Civil Code Section 4930.

8.3.2 **Notice to Members:** Except as provided herein, the Association shall give notice of the time and place of a Board meeting to each Member at least four (4) days before the meeting. The Association is not required to give notice of the time and place of an emergency

meeting. If a non-emergency meeting is held solely in executive session, the Association shall give notice of the time and place of the meeting at least two (2) days prior to the meetings. Notice of a Board meeting shall contain the agenda for the meeting. Notice of a Board meeting shall be given by one (1) of the following methods:

(a) First class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The notice shall be addressed to the recipient at the address last shown on the books of the Association.

(b) Posting the notice in a prominent location that is accessible to all Members, the location of which is designated in the annual policy statement.

(c) Email, facsimile or other electronic means if the recipient has consented and provided an address, in writing, to that method of delivery.

(d) If a Member requests in writing to receive notice by mail, notice shall be delivered by first class mail, postage prepaid.

8.4 **Emergency Meetings:** An emergency meeting of the Board may be called by the President, or by any two Directors other than the President, if there are circumstances that could not have been reasonably foreseen that require immediate attention and possible action by the Board, and that of necessity make it impracticable to provide the notices required by Article 8.3 of these Bylaws. Notice to Members of an emergency meeting is not required. An explanation of the action taken shall be noted in the minutes of the immediately following open Board meeting.

8.5 **Quorum:** A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

8.6 **Open Meetings:** All meetings of the Board, except executive sessions, shall be open to all Members. The Board shall permit any Member to speak at any meeting of the Board, except for meetings held in executive session. 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 the portion of the meeting shall be audible to the Members in a location specified in the notice of the meeting. A reasonable time limit for all Members to speak before a meeting of the Board shall be established by the Board.

8.7 **Executive Session:** The Board may meet in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, communication with counsel, and matters relating to the formation of contracts with third parties. Matters involving Member discipline or assessment payments must be held in executive session and the Members involved are entitled to attend. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following meeting that is open to the entire

membership.

8.8 **Video/Telephone Attendance:** In the case of absence, a Director may participate in a Board meeting by conference video or telephone. A teleconference meeting shall be conducted in a manner that protects the rights of Members and otherwise complies with the requirements of Civil Code Section 4925. Except for a meeting that will be held solely in executive session, the notice of a teleconference meeting shall identify at least one (1) physical location so that Members may attend and at least one (1) Director or a Person designated by the Board shall be present at that location. Participation in a teleconference meeting constitutes presence at that meeting as long as all Directors participating in the meeting are able to hear one another and Members speaking on matters before the Board.

8.9 **No Action Without Meeting:** The Board shall not take action on any item or business outside of a meeting. However, in the case of an emergency, any action required or permitted to be taken by the Board may be taken without a noticed meeting if all of the Directors consent in writing to that action. Electronic transmissions may be used as a method of conducting an emergency meeting. The written consent or consents shall be filed with the minutes of the meeting of the Board. An explanation of the action taken shall be noted in the minutes of the immediately following open Board meeting.

#### ARTICLE IX ASSOCIATION RECORDS AND REPORTS - INSPECTION

9.1 **Association Records:** Association records as described in Civil Code Section 5200 shall be made available for inspection and copying by any Member of the Association or by his or her duty appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a Member, at the office of the Association. The Board shall establish reasonable Rules with respect to: (a) notice to be given the custodian of the records by the Member desiring to make the inspection; (b) hour(s) and day(s) of the week when such inspection may be made; and (c) payment of costs of reproducing copies of documents required by a Member. Every director shall have the absolute right, at any reasonable time, to inspect all books, records and documents of the Association and physical properties owned or controlled by the Association. The right of inspection by a Director shall include the right to make extracts and copies of documents.

9.2 **Minutes:** The minutes or draft minutes proposed for adoption of any meeting of the Board, other than an executive session, shall be available to Members within thirty (30) days of the meeting. The minutes, or draft minutes shall be distributed to any Member upon request and upon reimbursement of the Association's costs in making that distribution. Members shall be notified in writing at the time that the pro forma budget is distributed or at the time of any general mailing to the entire membership of the Association of their right to have copies of the minutes of meetings of the Board and how and where those minutes may be obtained.

ARTICLE X  
COMMITTEES

The Board may appoint committees as deemed appropriate in carrying out its purposes, including but not limited to:

(a) A Recreation Committee which shall advise the Board on all matters pertaining to the recreational programs and activities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

(b) A Maintenance Committee which shall advise the Board on all matters pertaining to maintenance and repair of improvements of the properties, and shall perform such other functions as the Board, in its discretion, determines.

(c) A Publicity Committee which shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board, make such public releases and announcements as are in the best interests of the Association.

(d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio Member of this Committee.

ARTICLE XI  
MAINTENANCE AND REPAIR - OBLIGATIONS OF OWNERS

(a) Every Owner must perform promptly all maintenance and repair work within his or her own Unit which if omitted would affect the Project as a whole or in a part belonging to other Owners, and is expressly responsible for damages and liabilities that his or her failure to do may engender.

(b) All repairs of internal installation of the Unit, such as water, power, sewage, telephone, sanitary installations, doors, windows, lamps and all other accessories belonging to the Unit area shall be maintained at the Owner's expense.

(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or relating the Common Area facility damaged through such Owner's fault, after notice to the Owner and an opportunity to appear before and to be heard by the Board.

ARTICLE XII  
FISCAL YEAR

The fiscal year for the operation of the Association shall be the calendar year, unless and until changed by action of the Board at a duly constituted meeting.

ARTICLE XIII  
LEASING

Liability of any Owner under these By-Laws, the Declaration and under the covenants of his or her deed, shall continue notwithstanding the fact that he or she may have leased his or her Unit for any period of time to another Person(s). It shall be an express condition of the leasing of any Unit that grantees or lessees thereof read and agree to abide by all of the provisions of the Declaration and Rules. It shall also be the obligation of a leasing Owner to notify the Board, in writing, of the name of his or her lessee.

ARTICLE XIV  
MISCELLANEOUS PROVISIONS

11.1 **Successors**: Each successive Owner of each Unit shall be furnished with a copy of these By-Laws.

11.2 **Amendment of These Bylaws**: These Bylaws may be amended only by the affirmative vote of Members representing a majority of the Total Voting Power. However, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

11.3 **Property Rights - Rights of Enjoyment**: Each Member shall be entitled to the use and enjoyment of the Common Area and facilities, as provided in the Declaration. Any Member may delegate his or her rights of enjoyment in the Common Area and facilities to Members of his or her family, tenants or contract purchasers who reside on the property. Such Member shall notify the Secretary of the Association in writing, of any such delegee. The rights and privileges of such delegee(s) are subject to suspension to the same extent as those of the Member.

11.4 **Right of Entry**: Any Person authorized by the Board shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit whether or not the Owner or occupant is present at the time. Every Unit Owner and occupant when so required shall permit other Unit Owners or their representatives to enter his or her Unit at reasonable times for purposes of performing authorized installations, alterations or repairs to the common elements therein, provided that requests for such entry are made in advance.

11.5 **Conflicts**: If there are any conflicts or inconsistencies between the provisions of the Declaration and these By-Laws, the terms and provisions of the Declaration shall control.

11.6 **Applicability**: The provisions of these Bylaws are applicable to the Project, its operation, occupancy, ownership, maintenance and use and to all present and future Owners, members of their families, guests, tenants, agents, employees or licensees and to any other Person

or Persons who may use the Project or its facilities in any manner. The acceptance of a deed to any Condominium and/or the entering into occupancy or use of any Condominium in the Project shall constitute an acceptance and ratification of these Bylaws and the Declaration, as either or both may from time to time be amended and/or supplemented.

I, the undersigned, the duly elected and acting President of the Bayview Condominium Association Inc., a California nonprofit mutual benefit corporation, do hereby certify:

That the within and foregoing Amended and Restated Bylaws were adopted as the Bylaws of said corporation by the affirmative vote of a majority of the Members.

This certificate is executed under penalty of perjury under the laws of the State of California on the \_\_\_\_, day of \_\_\_\_\_ 2019 at \_\_\_\_\_, California.

\_\_\_\_\_  
President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California    )  
                                  )ss.  
County of \_\_\_\_\_)

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_, a Notary Public, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_