

**Amended and Restated Bylaws**  
**of the**  
**Meadow View Villas Association**

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## Article 1

### Recitals and Definitions

**Section 1.1. Name and Principal Office of Association.** The name of this corporation is the Meadow View Villas Association, and it shall be referred to herein as the "Association." The principal office of the Association shall be located at the office of the Association Manager or such other place within the Development, or a reasonable distance from it, as the Board may designate by resolution.

**Section 1.2. Corporate Status.** The Association is a California nonprofit mutual benefit corporation (Corporations Code §§ 7110–8910) and is an "association" as defined by Civil Code section 4080.

**Section 1.3. Specific and Primary Purposes.** The specific and primary purposes of the Association are to operate, manage, maintain, repair, replace, and restore the Common Area, Common Facilities, and certain portions of the Units within the common interest development located in the City of Vacaville, County of Solano, State of California, commonly referred to as Meadow View Villas, all as more particularly described in the Declaration, to enforce the terms, covenants, conditions, restrictions, and provisions of the Declaration, these Bylaws, the Association Rules, and any other rules, regulations, or policies adopted by the Board, and to otherwise enhance and promote the use and enjoyment of the Common Area and Common Facilities of the Development by the Owners of Meadow View Villas in common.

**Section 1.4. Definitions.** The following terms and phrases used in these Bylaws shall have the meanings set forth in this Section:

(a) "**Annual Budget Report**" means the compilation of documents that the Association must provide to the Members on an annual basis thirty (30) to ninety (90) days before the end of the fiscal year pursuant to Civil Code section 5300 and Section 10.3.

(b) "**Annual Policy Statement**" means the information, statements, and notices that the Association must provide to the Members on an annual basis thirty (30) to ninety (90) days before the end of the fiscal year pursuant to Civil Code section 5310 and Section 10.5.

(c) "**Articles**" means the Articles of Incorporation of Meadow View Villas Association, which were filed in the Office of the Secretary of State of the State of California on July 27, 2005 and any duly adopted amendments thereto.

(d) "**Association Rules**" means the rules, regulations, and policies adopted by the Board.

(e) "**Board**" or "**Board of Directors**" means the board of directors of the Association.

(f) "**Bylaws**" means the Amended and Restated Bylaws of the Meadow View Villas Association and any duly adopted amendments thereto.

(g) "**Civil Code**" means California's Civil Code.

(h) "**Committees**" means those committees established and appointed by the Board.

(i) "**Corporations Code**" means California's Corporations Code.

(j) **"Davis-Stirling Act"** means the Davis-Stirling Common Interest Development Act, Civil Code sections 4000–6150.

(k) **"Declaration"** or **"Covenants, Conditions, and Restrictions"** or **"CC&Rs"** means the Meadow View Villas Declaration of Restrictions (CC&Rs) and any duly adopted amendments thereto.

(l) **"Director"** means a member of the Association's Board of Directors.

(m) **"Election Rules"** means the Election Rules of the Meadow View Villas Association.

(n) **"General Notice"** or **"General Delivery"** mean the delivery of a notice or other document by any of the following methods:

(i) Any method of delivery that constitutes Individual Notice. If a Member delivers a written request to the Association to have all General Notices delivered by Individual Notice, then all General Notices for that Member shall be delivered by Individual Notice.

(ii) Inclusion of the notice or other document in a billing statement, newsletter, or similar Association document that is delivered by one of the methods provided in this subsection (g).

(iii) Posting a copy of the printed notice or other document in a prominent location that is accessible to all Members, so long as the location has been designated for the posting of General Notices by the Association in its Annual Policy Statement.

(iv) Any other method of delivery authorized by Civil Code section 4045.

(o) **"Governing Documents"** means, individually and collectively, this Declaration and the Articles, Bylaws, Map, Association Rules, and any policies or resolutions adopted by the Board and distributed to the Members that govern the operation of the Development or the Association.

(p) **"Individual Notice"** or **"Individual Delivery"** mean the delivery of a notice or other document by any of the following methods:

(i) 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 Association's records.

(ii) Email, facsimile, or other electronic means, if the recipient has consented, in writing or by email, to that method of delivery. The consent may be revoked, in writing or by email, by the recipient.

(iii) If a Member has identified a secondary address for delivery of documents included in the Annual Budget Report or notices pertaining to Assessments or Assessment collections, the Association must deliver an additional copy of those notices to the secondary address that is identified, as well as to the primary address provided by the Member.

(q) **"Internal Dispute Resolution ("IDR") Rules"** or **"IDR Rules"** means the Internal Dispute Resolution ("IDR") Rules of the Meadow View Villas Association.

(r) **"Member"** means each Person who is named as an Owner on the recorded grant deed or other

valid title document for any Condominium within the Development. However, Persons who hold an interest in a Condominium merely as security for the performance of an obligation, such as banks and other types of mortgage lenders, are not Owners or Members. When more than one (1) Person is an Owner of a Condominium, all such Persons shall be Members.

(s) **"Member Eligible to Vote"** means a Member who is a Member as of the record date for voting set pursuant to Section 3.4(i).

(t) **"Member in Good Standing"** means a Member who is not subject to discipline or penalties as a result of any disciplinary proceeding conducted in accordance with the due process and disciplinary hearing procedures imposed by law and the Governing Documents. The Association shall have no power to suspend the voting rights of any Member on account of having lost their Member in Good Standing status or otherwise.

(u) **"Officer"** means an officer of the Association, as more particularly set forth in Article 7.

(v) **"Owner"** means any Person who owns a fee simple interest in any Condominium. However, Persons who hold an interest in a Condominium merely as security for the performance of an obligation, such as banks and other types of mortgage lenders, are not Owners or Members.

(w) **"Person"** means a natural person, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership, limited liability company, association, or other entity.

(x) **Definitions Incorporated by Reference.** All capitalized words or terms used in these Bylaws and not otherwise defined herein shall have the same meaning given to those words or terms in the Declaration.

## Article 2

### Membership and Membership Rights

**Section 2.1. Members of the Association.** Each Owner of a Condominium within the Development is a Member of the Association. Only Owners of Condominiums within the Development shall be Members. Membership in the Association is appurtenant to, and may not be separated from, Ownership of any Condominium. Membership shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Condominium to which it is appurtenant and then only to the transferee or Mortgagee of such Condominium. Any attempt to make a prohibited transfer of Membership in the Association is void.

**Section 2.2. Term of Membership.** Upon becoming an Owner of a Condominium, each Owner shall automatically become a Member. Each Owner shall remain a Member until such time as their Ownership of every Condominium ceases or until they no longer qualify as a Member. On the sale, conveyance, or other transfer of an Owner's interest in a Condominium, the Owner's Membership interest appurtenant to the Condominium shall automatically transfer to the Condominium's new Owner, and the prior Owner's status as a Member and rights of Membership shall automatically terminate.

**Section 2.3. Right to Use and Enjoyment of Common Area.** Subject to the provisions herein and the provisions of the Declaration and other Governing Documents, each Member shall be entitled to the use and enjoyment of all Common Area and Common Facilities within the Development.

## Article 3

### Member Voting

**Section 3.1. One Class of Membership, Voting Power.** The Association shall have one (1) class of voting Membership. Each vote by each Member Eligible to Vote shall have the same weight in each election.

**Section 3.2. Member Voting Rights.** On each matter submitted for an election of the Members, each Member Eligible to Vote shall be entitled to cast one (1) vote for each Condominium owned by such Member. In Director elections, each position to be filled is considered a separate matter to be decided, so that a Member Eligible to Vote may cast for each Condominium owned the number of votes equal to the number of positions on the Board to be filled by the election.

**Section 3.3. Eligibility to Vote.** Only Members Eligible to Vote shall be entitled to vote on any matter requiring the consent or approval of the Members.

#### **Section 3.4. Manner of Voting.**

**(a) Elections by Secret Ballot Only.** With the exception of the Member vote on the annual IRS resolution, all elections by the Members shall be conducted by means of ballots formatted, distributed, cast, collected, counted, tabulated, and kept pursuant to Civil Code sections 5100–5145, this Section, and the Election Rules.

If changes in the law require that elections by the Members be conducted in a manner other than as described in these Bylaws, the Board may adopt amendments to these Bylaws pursuant to Section 12.1 that incorporate the required procedures and, as provided by Section 12.1, such changes shall not require approval by the Members. For changes in the law which are sufficiently extensive so as to render significant portions of these Bylaws superseded by law, the Board may instead amend and restate these Bylaws in full pursuant to the provisions of Section 12.1 in order to reduce the chance of confusion, conflict, and potential liability inherent in adopting extensive amendments.

**(b) Election Rules.** The Board shall adopt Election Rules, which shall be Association Rules, which shall reflect the requirements of Civil Code section 5105, these Bylaws, and such other provisions consistent with California law and the Governing Documents the Board considers appropriate for the conduct of fair Member elections. The Election Rules shall not be amended less than ninety (90) days prior to any election.

**(c) Call for Candidates Form.** For each Director election, the Association shall provide General Notice of the procedure and deadline for submitting nominations for Director-candidates (“Call for Candidates Form” or “Form”) pursuant to Section 5.4(b) at least thirty (30) days prior to the deadline for submission of such Forms. If requested by a Member, the Association shall provide a Call for Candidates Form by Individual Notice.

#### **(d) Inspector(s) of Election.**

**(i) Appointment.** For each election by the Members, the Board shall appoint an independent third party or parties as inspector(s) of elections (“Inspector(s)” or “Inspectors”). The number of Inspector(s) shall be one (1) or three (3) person(s).

For purposes of this subsection, 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 also be a Member, but may not be a Director or a Director-candidate or be related to a Director or to a Director-candidate. 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 other than serving as Inspector(s).

Any duly-appointed Inspector may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that such persons qualify as independent third parties as defined in this subsection.

**(ii) Timing of Appointment.** The Inspector(s) shall be appointed at least thirty (30) days prior to distribution of the ballots so that the date and time by which, and the physical address where, ballots are to be received by mail or handed to the Inspector(s) may be set forth on the Pre-Ballot Notice, as required by subsection (g).

**(iii) Duties.** The duties of the Inspector(s) shall be to cause the Association to distribute the Voting Packets described in subsection 3.4(l), to determine the number of Members Eligible to Vote and the voting power of each, to receive ballots, to hear and determine all challenges and questions in any way arising out of or in connection with the right to vote, to determine the existence of a quorum for conduct of the election (each ballot received by the Inspector(s) from a Member Eligible to Vote shall be treated as a Member present at a meeting for purposes of establishing a quorum), to count and tabulate all votes, to determine when the polls shall close, consistent with the Governing Documents, to determine the tabulated results of the election, to announce the results of the election to the Board, and to perform any acts as may be proper to conduct the election with fairness to all Members in accordance with Civil Code sections 5100–5145, the Corporations Code, and all applicable Association Rules regarding the conduct of the election that are not in conflict with Civil Code sections 5100–5145.

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

**(v) Compensation.** The Inspector(s) may be compensated for their services, as deemed appropriate by the Board.

**(e) Voter List.** For each election by the Members, the Association shall create a written list of the Members ("Voter List"). The Voter List shall include the name, voting power, and either the physical address of each Member's Unit, the parcel number, or both. The mailing address for the ballot shall be listed on the Voter List if it differs from the physical address of the Member's separate interest or if only the parcel number is used.

The Association shall create a Voter List prior to providing the Pre-Ballot Notice required by subsection (g). The Association shall then revise the Voter List in regards to the Members Eligible to Vote on the record date for voting set pursuant to subsection (i).

**(f) Candidate Registration List.** For each Director election, the Association shall additionally create a written list of all persons who are qualified candidates and whose names shall appear on the ballot (“Candidate Registration List”) pursuant to Section 5.4(d).

The Association shall create a Candidate Registration List after the deadline for submitting Call for Candidates Forms set forth in Section 5.4(b)(iii) and completion of all candidacy-related internal dispute resolution (“IDR”) and prior to providing the Pre-Ballot Notice required by subsection (g).

**(g) Pre-Ballot Notice.** For each election by the Members, the Association shall provide General Notice of the information specified below at least thirty (30) days before the ballots are distributed (“Pre-Ballot Notice”). If requested by a Member, the Association shall provide a Pre-Ballot Notice by Individual Notice.

The Pre-Ballot Notice shall contain the following information:

**(i)** The voting deadline, which is the date and time by which ballots must be received by the Inspector(s).

**(ii)** The physical address where ballots are to be returned by mail or handed to the Inspector(s).

**(iii)** The following statement: “The Board reserves the right to extend the voting deadline for additional periods in order to allow for additional solicitation of Members who have not yet cast a ballot.”

**(iv)** The date, time, and location of the meeting at which ballots will be counted, as described in subsection (p).

**(v)** For each Director election, a copy of the Candidate Registration List created by the Association for that election.

**(vi)** The following statement:

As provided by Section 3.4(h) of the Bylaws, each Member has the right to verify the accuracy of their individual information on the Voter List and Candidate Registration List (collectively “Lists”) created for this election pursuant to Sections 3.4(e) and 3.4(f) and 5.4(d) of the Bylaws, respectively. If this election is not a Director election, however, no Candidate Registration List will be created or available for inspection, and all references to Lists on the Pre-Ballot Notice shall be deemed to solely refer to the Voter List.

Members who wish to perform such verification should promptly submit a written request for inspection pursuant to Article 11 of the Bylaws.

In order to ensure sufficient time for the Inspector(s) of Election to correct any errors or omissions on the Lists prior to the distribution of ballots, all requests to verify the Lists must be received by, and all inspections of the Lists must be completed by, the following deadlines.

(vii) The date by which, and the physical address where, requests to verify the Lists must be received by the Association, as provided in subsection (h).

(viii) The date by which inspections of the Lists must be completed, as provided in subsection (h).

**(h) Inspection and Correction of Lists.** The Association shall permit each Member to verify the accuracy of their individual information on the Voter List and Candidate Registration List (collectively, "Lists") created pursuant to subsections (e) and (f), respectively, for a given election starting at least thirty (30) days before the ballots are distributed for that election.

In order to ensure sufficient time for the Inspector(s) to correct any errors or omissions on the Lists prior to the distribution of ballots, Member requests to inspect the Lists must be received by the Association by no later than ten (10) days before the ballots are distributed, and all inspections must be completed by no later than five (5) days before the ballots are distributed. As provided by subsections (g)(vii) and (g)(viii), such deadlines shall be set forth on the Pre-Ballot Notice.

Any Member who desires to inspect the Lists shall promptly submit a written request for inspection to the Association, which shall promptly make the Lists available for inspection pursuant to the provisions of Article 11.

The Association or the inspecting Member shall promptly report in writing any errors or omissions on the Lists to the Inspector(s), who shall make the corrections within two (2) business days.

**(i) Record Date for Voting, Members Eligible to Vote, Finalization of Voter List.** The record date for voting shall be the day on which the first ballot for a given election is distributed. Those Persons identified in the records of the Association as Members on the record date for voting shall be the Members Eligible to Vote on that matter. The Association shall have no power to suspend the voting rights of any Member on account of having lost their Member in Good Standing status or otherwise.

The Association shall revise the Voter List created pursuant to subsection (e) as to Members Eligible to Vote on the record date for voting.

**(j) No Cumulative Voting.** Cumulative voting shall not be used or allowed for any election of the Members.

**(k) No Proxies.** Proxies shall not be used or allowed for any election of the Members.

**(l) Voting Packets.**

**(i) Contents of Voting Packets.** For each election of the Members, the Association shall prepare a voting packet ("Voting Packet") for each Member Eligible to Vote. Each Voting Packet shall contain a ballot solicitation, a ballot, two (2) pre-addressed envelopes, and instructions on how to cast the ballot, and may additionally contain a copy of the Election Rules, the Member or Director statements described in Sections 4.3(b)(iv) or 5.6(d)(ii) or (iv), and such other information or documents as the Board may consider necessary or advisable, consistent with California law and the Governing Documents. For elections to approve an amendment to the Governing Documents, the Voting Packet shall additionally contain a copy of the full text of the proposed amendment.

The foregoing documents shall contain the following information:

**(1) Ballot Solicitation.** The ballot solicitation shall indicate (i) the number of responses needed to meet the quorum requirement for valid action, if any, (ii) the time by which the ballot must be received in order to be counted, and (iii), in the case of ballots for matters other than the election or removal of Directors or the Board, the percentage of affirmative votes necessary to approve the measure. The solicitation may additionally explain the proposed action and its purpose and effect and may be set forth on the ballot itself.

**(2) Ballot.** The ballot shall:

**(a)** Set forth the proposed action to be voted on and provide an opportunity to specify the Member's approval or disapproval. Ballots for the election of Directors shall set forth the names of all candidates on the Candidate Registration List in alphabetical order by last name.

**(b)** State the date and time by which, and the physical address where, ballots must be received by mail or handed to the Inspector(s) in order to be counted.

**(c)** State the following: "The Board reserves the right to extend the voting deadline for additional periods in order to allow for additional solicitation of Members who have not yet cast a ballot."

**(d)** Preserve the confidentiality of the vote by not providing any method of identifying the Member, including, but not limited to, the Member's name, Unit address, or parcel number.

**(e)** If the Association does not include a copy of the Election Rules in the Voting Packets, but instead posts a copy to an internet website, the ballot shall include the following phrase in at least 12-point font: "The rules governing this election may be found here:" with the internet website's URL (link) stated following the colon.

**(3) Ballot Instructions.** The instructions on how to cast the ballot shall reflect, at a minimum, the provisions of subsection (m) and may be set forth on the ballot itself. Any additional ballot instructions adopted by the Association shall be in accordance with subsection (m) and those procedures used by California counties for ensuring the confidentiality of vote by mail ballots.

**(4) Envelopes.** To preserve the confidentiality of the vote, the inner envelope of the two (2) envelopes shall not provide for any method of identifying the Member, including, but not limited to, the Member's name, Unit address, or parcel number. The outer envelope shall be pre-addressed to the Inspector(s).

**(5) Election Rules.** The Voting Packets may contain a copy of the Election Rules. If the Association includes a copy of the Election Rules in the Voting Packets, it shall deliver each Voting Packet by first-class mail or other Individual Delivery.

If the Association does not include a copy of the Election Rules in the Voting Packets, the Association shall post a copy of the Election Rules to an internet website. If the Association utilizes this alternate method of delivery of the Election Rules, the ballot shall include the following phrase in at least 12-point font: "The rules governing this election may be found here:" with the internet website's URL (link) stated following the colon.

**(ii) Delivery of Voting Packets.** The Inspector(s) shall cause the Association to deliver a Voting Packet to each Member Eligible to Vote at least thirty (30) days before the voting deadline specified on the Pre-Ballot Notice and on the ballot. If the Voting Packets contain a copy of the Election Rules, the Association shall deliver each Voting Packet by first-class mail or other method of Individual Delivery. If the Voting Packets do not contain a copy of the Election Rules, the Association may deliver each Voting Packet by first-class mail or other method of hard-copy delivery.

**(m) Ballot Instructions.** Each Member Eligible to Vote who wishes to vote shall cast their ballot as follows:

**(i)** The Member shall indicate their approval or disapproval on the ballot but shall not sign, mark, or otherwise indicate their identity on the ballot.

**(ii)** The completed ballot shall be inserted into the inner envelope, which shall be sealed. The Member shall not sign, mark, or otherwise indicate their identity on the inner envelope. No more than one (1) ballot shall be placed in the inner envelope. Members who own two (2) or more Units must use the separate double envelopes provided with each ballot for each Unit owned.

**(iii)** The inner sealed envelope shall be inserted into the outer envelope, which shall be sealed.

**(iv)** In the upper left-hand corner of the outer envelope, the Member shall sign and print their name and print their Unit's address or separate interest identifier that entitles the Member to vote. Failure to include this information on the outer envelope shall render the ballot invalid.

**(v)** The Member shall mail or hand-deliver the sealed ballot to the location specified on the pre-addressed outer envelope or as specified by the Inspector(s). The Member may request a receipt for delivery.

If a ballot is misplaced or destroyed by a Member, a duplicate ballot will be provided by the Association upon written request.

**(n) No Revocation of Cast Ballots.** Once cast, a ballot may not be revoked. "Cast" means a ballot has been received by the Inspector(s).

**(o) Custody of Association Election Materials Prior to Vote, Extensions of Voting Deadline.** Once prepared by the Association or cast by the Members, the sealed ballots, signed voter envelopes, Voter List, and Candidate Registration List shall at all times be in the custody of the Inspector(s) or at a location designated by the Inspector(s) until after the tabulation of the vote. No person, including, but not limited to, a Member, the Association Manager, or an employee of the Association Manager, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

Notwithstanding the forgoing, the Inspector(s), or their designees, may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.

In addition, the Board may, at a duly noticed Board meeting that is open to attendance by all Members and Director-candidates, request the Inspector(s) to count the ballot envelopes received to date even though the voting deadline has not yet occurred. If the number of ballots cast to date is insufficient to

meet the minimum quorum or approval requirements, the Board may extend the voting deadline by a reasonable period in order to allow for additional solicitation of Members who have not yet cast a ballot. The Board may extend the voting deadline a reasonable number of times and shall provide General Notice of each such extension.

**(p) Counting and Tabulation of Ballots, Reporting of Results.** Ballots shall be counted and tabulated by the Inspector(s) or their appointees in public at a properly noticed open meeting of the Board or Members. The Inspector(s) may permit the polls to remain open a reasonable time after the meeting has been called to order to permit those Members Eligible to Vote who have not yet delivered their ballots an opportunity to do so. Any Member or Director-candidate may witness the counting and tabulation of the votes.

The Inspector(s) shall promptly report the tabulated results of the election to the Board, which shall cause the results to be recorded in the minutes of that or the next meeting of the Board.

**(q) Notification of Election Results.** The Board shall notify the Members by General Notice of the results of the election within fifteen (15) days of the meeting held pursuant to subsection (p).

**(r) Requirements for Valid Member Action.** Member approval by ballot shall only be valid if (i) the number of votes cast by ballot within the time established by the Board for the return of ballots, including any extensions thereof, equals or exceeds the quorum requirement specified in Section 3.5 that would have been required to be present at a Member meeting if such a meeting had been convened to vote on the matter, with each ballot received by the Inspector(s) from a Member Eligible to Vote treated as a Member present at such a meeting, and (ii), the number of affirmative votes equals or exceeds the number of affirmative votes that would have been required to approve the action at such a meeting. In the case of the election of Directors, those candidates who receive the highest number of votes, up to the total number of positions on the Board to be filled, shall be the successful, elected candidates. Ties between candidates shall be resolved as provided in Section 5.5(c).

**(s) Custody of Association Election Materials After Vote.** The sealed ballots, signed voter envelopes, Voter List, and Candidate Registration List shall at all times be in the custody of the Inspector(s) or at a location designated by the Inspector(s) after the tabulation of the vote and until the time allowed by Civil Code section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association.

**(t) Recounts and Other Election Challenges.** If there is a recount or other challenge to the election process, the Inspector(s) shall, upon written request, make the ballots available for inspection and review by a Member or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

**(u) Meetings for Other Purposes.** The provisions of this Section shall not preclude the Association from conducting meetings of the Members for informational or social purposes or for voting on the annual IRS resolution or from scheduling a Board or Membership meeting to coincide with the culmination of the voting period.

**Section 3.5. Quorum.** The following quorum requirements describe the minimum number of ballots which must be received in order to take any valid Member action. Assuming at least this minimum number of ballots are received, the vote of a majority of those submitting ballots shall determine the outcome of the election, provided, however, that where the Governing Documents or law require approval of a particular

matter by a greater percentage of the Members, that greater percentage shall govern.

**(a) Assessment Increases.** In the case of a Member election conducted for the purpose of voting on Assessments requiring Member approval, the quorum requirement for valid action shall be the percentage specified by Civil Code section 5605(c). That quorum requirement is currently specified as more than fifty percent (50%) of the Members.

**(b) Election of Directors and IRS Resolution.** There shall be no quorum requirement for the election of Directors. Those candidate(s) receiving the most votes, up to the total number of positions on the Board to be filled, shall be elected notwithstanding the number of ballots received. There shall be no quorum requirement for the annual IRS resolution. That resolution shall be adopted if the majority of the Members voting on the matter approve it.

**(c) Removal of Directors or Board.** In the case of a Member election for the removal of a Director or the entire Board, the quorum requirement for valid action shall be the percentage specified by Corporations Code section 7222.

**(d) Amendment of Governing Documents.** Nothing in this Section shall be interpreted to change the minimum number of affirmative votes required to amend the Governing Documents, which shall be as set forth in the Governing Document to be amended.

**(e) Quorum for Other Matters.** In case of an election of the Members conducted for any purpose other than to vote on the matters described in subsections (a), (b), (c), or (d), the quorum requirement shall be thirty-three and one-third percent (33 1/3%) of the Members Eligible to Vote.

If the minimum number of ballots are not received by the voting deadline, the voting period may be extended by reasonable periods, and the quorum requirement for the new deadlines shall be twenty-five percent (25%) of the Members Eligible to Vote.

## Article 4

### Member Meetings

**Section 4.1. Place of Meetings.** Meetings of the Members shall be held within the Development or at such other reasonable place within the County as may be selected by the Board.

**Section 4.2. Annual Meeting.** No annual meeting of the Members is required.

**Section 4.3. Special Meetings.** Special meetings of the Members may be called by the Board pursuant to this Article to count and tabulate the ballots of a Member election conducted pursuant to Section 3.4 or for informational or social purposes. Special meetings of the Members may be called by the Members pursuant to this Section.

**(a) Persons Entitled to Call Special Meetings.** A majority of a quorum of the Board, the President, or five percent (5%) or more of the Members may call a special meeting of the Members at any time to consider any lawful business of the Association.

**(b) Procedures for Calling Special Meetings Requested by Members.**

**(i) Written Request.** If a special meeting is requested by five percent (5%) or more of the Members, rather than being called by the Board or the President, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by first-class, certified, or registered mail or by telegraphic or other facsimile transmission to the President, the Vice President, the Secretary, or the Association Manager. The request shall bear the signatures of all requesting Members, and the Members submitting the request shall append a written, signed certification to the request attesting to the validity of the signatures. In order to count as a valid signatory, each Member signing the request must be a Member in Good Standing.

**(ii) Section Not Applicable to Petitions for Removal of Directors or Board.** The provisions of this subsection (b) shall not apply to Member petitions for the recall of any Director or the Board, which shall be subject to and controlled by the provisions of Section 5.6(d).

**(iii) Action by Association.** On receipt of the Members' request for a special meeting, the Board shall cause Individual Notice to be given to the Members within twenty (20) days that a meeting will be held, and the date, time, location, and purpose for such meeting. The date of the meeting shall not be less than thirty-five (35) or more than ninety (90) days following the receipt of the request. If notice of the meeting is not given to the Members within twenty (20) days of the Association's receipt of the request, the Members requesting the meeting may give the notice. The right of the requesting Members to notice and call said meeting shall not arise until after the twenty (20) day period has elapsed.

**(iv) Use of Ballot in Lieu of Special Meeting.** If the requested special meeting is for the purpose of conducting a Member election on any matter, the Board shall conduct an election pursuant to Section 3.4 in lieu of calling a special meeting. The Association shall distribute the Pre-Ballot Notice described in Section 3.4(g) within twenty (20) days of receipt of the request described in subsection (i). The ballot shall include a voting deadline that is not more than ninety (90) days from the date of receipt of the request, provided, however, that if the request is for the election of Directors, the voting deadline shall instead reflect the voting periods for Director elections imposed by Civil Code sections 5100-5145 and Section 3.4.

The Members submitting the request shall be entitled to collectively submit one (1) written statement as to their reasons for requesting the vote, a copy of which shall be distributed with each ballot. Unless authorized by the Board, the statement shall not exceed five (5) single-sided pages. The Members submitting the request shall be responsible for payment of the Association's costs for copying the statement and for any additional mailing or other distribution costs incurred as a result of including the statement with the ballot.

**(v) Limitation on Special Meetings Called by Members.** To limit the financial burden of special meetings on the Association, no more than two (2) special meetings may be called by the Members pursuant to this Section in any calendar year.

**(vi) Section Not Applicable To Meetings Called by Board or President.** Nothing contained in this Section shall be construed as limiting, fixing, or affecting the time when a meeting of Members may be held when the meeting is called by action of the Board or the President.

#### **Section 4.4. Notice of Meetings.**

**(a) Requirement That Notice Be Given.** Notice of all regular and special meetings of the Members specifying the date, time, location, and agenda of the meeting shall be given by Individual Notice to all

Members.

**(b) Time Requirements for Notice.** Except in the case of Membership meetings called pursuant to Section 4.3(b), notice of Membership meetings shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting. If notice is given by mail and the notice is not given by first-class, registered, or certified mail, the notice shall be given not less than twenty (20) days nor more than ninety (90) days before the meeting.

**Section 4.5. Record Dates for Notice of Meetings.** Those Persons identified in the Association's records as Members on the business day preceding the day on which notice of a Member's meeting is given are entitled to receive notice of the meeting.

**Section 4.6. Meeting Conduct.** All Member meetings shall be conducted in accordance with a recognized system of parliamentary procedure adopted by the Association. The Board shall permit Members to speak at Member meetings. The Board shall establish a written policy that sets forth reasonable time limits for each speaker. If the Association has not adopted parliamentary procedures and a dispute regarding Member meeting procedure arises during, related to, or out of a Member meeting that cannot be resolved by reference to these Bylaws or applicable law, the dispute shall be resolved by reference to the current, unabridged edition of Robert's Rules of Order.

## Article 5

### Board of Directors

**Section 5.1. General Board Powers.** Subject to the provisions of California law, including the Davis-Stirling Common Interest Development Act (Civil Code §§ 4000–6150) and the Nonprofit Mutual Benefit Corporation Law (Corporations Code §§ 7110–8910), and any limitations contained in the Governing Documents relating to actions requiring approval by the Members, the business and affairs of the Association shall be vested in and exercised by the Association's Board of Directors, including, in particular, all powers and duties set forth in the Governing Documents. Subject to the limitations expressed herein, the Board may delegate the management of the activities of the Association to any Association Manager, Person, or Committee, provided, however, that notwithstanding any such delegation the activities and affairs of the Association shall continue to be managed and all Association powers shall continue to be exercised under the ultimate direction of the Board.

**Section 5.2. Number and Qualifications of Directors.** The Board shall consist of five (5) Directors, each of whom shall be:

(a) a Member of the Association; and

(b) current in the payment of Regular Assessments and Special Assessments, provided, however, that the provisions of this subsection shall not apply to (1) delinquencies based on the nonpayment of fines, fines renamed as Assessments, collection charges, late charges, or costs levied by a third party; (2) any Director who has paid their delinquent Regular Assessment or Special Assessment under protest pursuant to Civil Code section 5658; or (3), any Director who has entered into a payment plan with the Association pursuant to Civil Code section 5665.

**Section 5.3. Director Terms of Office.** Each Director shall serve for a term of two (2) years. Each Director shall hold office until the expiration of the term for which elected and until a successor has been elected or

appointed, or until the earlier resignation, removal, or death of such Director.

#### **Section 5.4. Qualifications and Nomination of Director-Candidates.**

**(a) Director-Candidate Qualifications.** The Association shall disqualify a person from nomination as a Director-candidate pursuant to any of the following:

**(i) Membership.** The Association shall disqualify a person from nomination as a Director-candidate if the person is not a Member at the time of their nomination.

Notwithstanding the foregoing, if title to a Unit is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for the purpose of satisfying the requirements of this subsection.

**(ii) Certain Delinquencies.** The Association shall disqualify a person from nomination as a Director-candidate if the person is delinquent in the payment of any Regular Assessment or Special Assessment.

Notwithstanding the foregoing, the provisions of this subsection shall not apply to: (1) delinquencies based on the nonpayment of fines, fines renamed as Assessments, collection charges, late charges, or costs levied by a third party; (2) any person who has paid their delinquent Regular Assessment or Special Assessment under protest pursuant to Civil Code section 5658; or (3), any person who has entered into a payment plan with the Association pursuant to Civil Code section 5665.

**(iii) Co-Service With Joint Owner.** The Association shall disqualify a person from nomination as a Director-candidate if the person, if elected, would be serving on the Board at the same time as another person who holds a joint Ownership interest in the same Unit as the person and the other person is either a properly nominated Director-candidate for the current election or an incumbent Director.

**(iv) Certain Past Crimes.** The Association shall disqualify a person from nomination as a Director-candidate if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code section 5806 or terminate the Association's existing fidelity bond coverage.

Notwithstanding the foregoing, no person shall be disqualified from being a Director-candidate on any grounds if the Association has not offered the person the opportunity to engage in internal dispute resolution ("IDR") pursuant to Article 2 (commencing with Section 5900) of Chapter 10 of the Davis-Stirling Act. The Association's IDR procedure complies with the Davis-Stirling Act and is set forth in the Association's Internal Dispute Resolution ("IDR") Rules ("IDR Rules"). As provided by subsection (b), the Association's Call for Candidates Form shall include a blanket offer for candidacy-related IDR.

#### **(b) Call for Candidates Form.**

**(i) Notice, Timing.** For each Director election, the Association shall provide General Notice of the procedure and deadline for submitting nominations for Director-candidates ("Call for Candidates Form" or "Form") at least thirty (30) days prior to the deadline for submission of such Forms. If requested by a Member, the Association shall provide a Call for Candidates Form by Individual Notice.

**(ii) Contents of Form.** The Form shall include all the information specified in the Election Rules, including, specifically, a blanket offer for candidacy-related internal dispute resolution.

**(iii) Deadline.** The deadline for persons to submit a Form shall be at least thirty (30) days after the Association provides General Notice of the Form, as specified in subsection (i). All Forms submitted by mail, hand-delivery, or otherwise must be received by the Association by that date.

**(iv) Nomination by Form Only.** All persons who wish to be nominated as Director-candidates must complete, sign, date, and return a Form before the deadline stated on the Form. Nominations shall not be made by any other method, including, but not limited to, from the floor of any meeting or by ballot write-in.

**(c) Review of Forms, Candidacy-Related IDR.**

**(i) Nominating Committee.** The Board may appoint a Nominating Committee whose duties shall include reviewing Call for Candidates Forms to determine if persons meet the qualifications set forth in subsection (a). In the event a Nominating Committee is not appointed, the Board shall serve as the Nominating Committee.

**(ii) Solicitation of Candidates.** The Board or Nominating Committee may solicit persons to run for the Board, but shall require all such persons to complete and submit a Form before the deadline set forth on the Form.

**(iii) Candidacy-Related IDR.** The Board may additionally authorize the Nominating Committee to engage in internal dispute resolution (“IDR”) with persons who accept the Association’s Form IDR offer. In the event a person timely submits a Form which accepts the Association’s offer to engage in IDR, the Board, or Nominating Committee if so authorized, shall engage in IDR with the person as scheduled on the Form.

**(d) Candidate Registration List.** Following the deadline for submitting Call for Candidates Forms and completion of all candidacy-related IDR, if any, and prior to providing the Pre-Ballot Notice required by Section 3.4(g), the Association shall create a written list of all persons who are qualified candidates and whose names shall appear on the ballot (“Candidate Registration List”). Director-candidates shall be listed in alphabetical order by last name on the Candidate Registration List.

If any person has submitted a Call for Candidates Form and has been found by the Board or Nominating Committee not to be a qualified candidate, the Board or Nominating Committee shall notify such person in writing of its finding and disqualification and the reasons why such person was disqualified.

**Section 5.5. Election of Directors.**

**(a) Frequency of Elections.** The Association shall hold an election for a seat on the Board in accordance with the election procedures set forth in these Bylaws and the Election Rules at the expiration of the corresponding Director’s term and at least once every four (4) years.

**(b) Election by Ballot Only, No Acclamation.** With the exception of Directors appointed by the Board pursuant to Section 5.6(f), Directors shall only be elected by the Members pursuant to these Bylaws

and the Election Rules. Election by acclamation shall not be used or allowed to elect Directors.

**(c) Determination of Election Results, Ties, Succession to and Holding of Office.** The Director candidates receiving the highest number of votes, up to the number of vacancies to be filled in the election, shall be elected as Directors.

If there is a tie vote between two (2) candidates who receive the lowest number of votes necessary to qualify the candidates for election, the tie shall be broken by a single coin toss. If there is a tie vote between three (3) or more candidates who receive the lowest number of votes necessary to qualify the candidates for election, the tie shall be broken by drawing straws.

If the terms of the Directors being replaced have expired, the newly-elected Directors shall take office immediately upon the announcement of the results of the election. If the terms of the Directors being replaced have not expired at the time the results of the election are announced, the newly-elected Directors shall take office on the day the current Directors' terms do expire.

Each Director, including Directors elected or appointed to fill vacancies, shall hold office until the expiration of the term for which elected and until a successor has been elected or appointed.

#### **Section 5.6. Vacancies on Board.**

**(a) Vacancies Generally.** A vacancy on the Board shall be deemed to exist on the occurrence of any of the following: (i) the death, resignation, or removal of a Director under subsections (b), (c), or (d), (ii) an increase of the authorized number of Directors, or (iii) the failure of the Members, in any election of Directors, to elect the number of Directors required to fill all open positions in that election.

**(b) Resignation of Directors.** Any Director may resign, which resignation shall be effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Director is stated in the notice to be effective at a future time, the Board may elect a successor to take office when the resignation becomes effective.

**(c) Authority of Board to Remove Directors.** Subject to any limitations imposed on the Association by Civil Code section 5105(c) or Section 5.4(a) in relation to permissible Director-candidate qualifications, which shall be interpreted as equally applicable to Directors in order to avoid the absurdity of differing standards for Director-candidates and Directors, the Board shall have the power and authority to remove any Director and declare their office vacant if they:

(i) fail to satisfy the qualifications set forth in Section 5.2;

(ii) have been declared of unsound mind by a final order of court;

(iii) have been convicted of a felony;

(iv) have been found by a final order or judgment of court to have breached any duty under Corporations Code sections 7233–7236 (relating to Director standards of conduct);

(v) fail to maintain their Member in Good Standing status for a period of ninety (90) consecutive days or longer;

(vi) fail to attend three (3) or more consecutive regular meetings of the Board that have been duly noticed in accordance with these Bylaws and the law; or

(vii) are an adverse party in any legal action against the Association or another Director.

**(d) Authority of Members to Remove Directors or Board.** Except as otherwise provided in subsections (c) or (e), a Director or the entire Board may only be removed from office before expiration of their term by the affirmative vote of the Members conducted in accordance with the voting process set forth in Section 3.4 and satisfying the quorum requirements of Section 3.5(c). In addition to the requirements of Sections 3.4 and 3.5(c), any Member action to remove a Director or the entire Board shall be conducted in accordance with the following procedures:

**(i) Written Petition.** A written petition must be personally delivered to the President, the Vice President, or the Secretary. The petition must specify the reasons the Members are seeking the removal and must bear the original signatures and mailing addresses of at least five percent (5%) of the Members in Good Standing. The Members seeking the removal shall append a written, signed certification to the petition attesting to the validity of the signatures.

**(ii) Action by Association, Written Statement.** On receipt of a valid removal petition, the Board shall conduct an election on the matter pursuant to Section 3.4. The Association shall distribute the Pre-Ballot Notice described in Section 3.4(g) within twenty (20) days of receipt of the petition by the Association. The ballot shall include a voting deadline that is not more than ninety (90) days from the date of receipt of the petition. In order to ensure compliance with the voting periods for Director elections established by Civil Code sections 5100-5145 and Section 3.4, the ballot shall be limited to the matter of removal only. If the removal vote is successful, a separate election shall be required to fill any vacancies.

The Members submitting the petition shall be entitled to collectively submit one (1) written statement as to their reasons for seeking the removal, a copy of which shall be distributed with each ballot. Unless authorized by the Board, the statement shall not exceed five (5) single-sided pages. The Members seeking the removal shall be responsible for payment of the Association's costs for copying the statement and for any additional mailing or other distribution costs incurred as a result of including the statement with the ballot.

**(iii) Action By Members if Association Fails to Act.** If the Association fails to distribute the Pre-Ballot Notice described in Section 3.4(g) within twenty (20) days of receipt of the petition, the Members seeking the removal may conduct an election of their initiative without Board approval. The right of the Members to conduct such an election shall not arise until after the twenty (20) day period has elapsed.

**(iv) Director Rebuttals.** The Director whose removal is being sought shall have the right to rebut the allegations contained in the written statement, both orally and in writing.

**(v) Voting.** If the vote does not satisfy the requirements of this subsection and Sections 3.4 and 3.5(c), the removal action shall have failed.

**(vi) Limitation on Removal Attempts.** To limit the financial burden of removal attempts on the Association, no Director or Board shall be subject to any Member removal attempt within six (6) months of any failed removal attempt against that Director or Board.

**(vii) Removal of Entire Board.** If the removal of the entire Board is approved by vote of the

Members, the affected Board shall conduct an election pursuant to Section 3.4 for the election of the total number of authorized Directors as soon as reasonably possible after the tabulation of the results of the removal election. The affected Board shall continue to serve until a new Board is duly elected, but may only conduct the necessary routine business of the Association. The affected Board shall not execute any new contracts or contract renewals, and shall not authorize any extraordinary expenses.

**(e) Removal of Directors by Court Action.** The County Superior Court may, in response to a suit filed by any Director or the lesser of twenty (20) Members or five percent (5%) of the Members in Good Standing, remove any Director determined to be guilty of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the Association. The Association shall be made a party to any such action.

**(f) Filling Vacancies.** If a vacancy on the Board is created by a valid Member removal action pursuant to subsection (d), the vacancy shall be filled by an election of the Members conducted promptly pursuant to Section 3.4. If more than one (1) Director vacancy is being filled, the vacancies will be filled so that the elected Directors with the most votes shall fill the Directors positions with the longest remaining terms of office. Tie votes shall be resolved as provided in Section 5.6(c).

All other vacancies on the Board shall be filled by a majority vote of the remaining Directors, regardless of whether a quorum of Directors is present. If the Directors fail to fill any vacancy, the Members may fill the vacancy by an election pursuant to Section 3.4.

**(g) Reduction in Number of Directors.** No reduction of the authorized number of Directors shall have the effect of removing any Director from office before expiration of that Director's term of office.

**Section 5.7. Compensation.** Directors, Officers, and Committee members shall not be entitled to compensation for their services, although they may be reimbursed for such actual expenses as the Board deems just and reasonable. Expenses for which reimbursement is sought shall be supported by a valid receipt or invoice.

## Article 6

### Board Meetings

#### Section 6.1. Place of Meetings, Meetings by Electronic Means.

**(a) Place of Meetings.** Except as otherwise provided in subsection (b), Board meetings may be held at any place within the Development or County that has been designated from time to time by resolution of the Board and stated in the notice of the meeting. In the absence of such a designation, regular meetings shall be held at the principal office of the Association. Notwithstanding the provisions of this Section, a Board meeting may be held at any place consented to in writing by all the Directors, either before or after the meeting. If such consents are given, they shall be filed with the minutes of the meeting.

**(b) Meetings by Electronic Means.** Board meetings may be held by conference telephone, electronic video screen communications (e.g., Skype), or other communication equipment so long as the requirements of this subsection are satisfied. Participation in a meeting through the use of a conference telephone under this subsection constitutes presence in person at the meeting so long as all Directors, Members, and other permitted meeting participants are able to hear one another. Participation in a meeting through the use of electronic video screen communication or other communications equipment other than

a conference telephone constitutes presence in person at the meeting so long as each Director participating in the meeting can communicate with all of the other Directors concurrently and each Director is given the means of participating in all matters coming before the Board. Electronic meetings of the Board shall be conducted in a manner that protects the rights of Members to attend the meeting or the portion of the meeting that is open to attendance by the Members. That meeting or portion of the meeting shall be audible to the Members in at least one (1) physical location that is specified in the notice of the Board meeting, and at least one (1) Director or a person designated by the Board shall be present at that location.

**Section 6.2. Post-Election Meeting.** Immediately after the newly elected Directors have taken office, the Board shall hold a regular meeting for the purpose of organization, the election of Officers, and the transaction of other business. A separate notice of this meeting is required, unless such actions take place at the same Board meeting at which the ballots for Directors are opened and tabulated.

**Section 6.3. Regular Meetings.**

**(a) Frequency.** Provided the monthly financial review requirements of subsection (b) are satisfied, regular Board meetings may be conducted as infrequently as every quarter if the Association's business does not justify more frequent meetings.

**(b) Monthly Review of Association Finances.** In order to protect the Association and the Owners from fraudulent activity, regular Board meetings shall be conducted at least monthly to review the documents and statements described in Civil Code section 5500, provided, however, that as permitted by Civil Code section 5501, this monthly Board meeting and review requirement may be satisfied when every individual Director, or a Committee composed of the Treasurer and at least one (1) other Director, reviews the documents and statements on a monthly basis independent of a Board meeting, so long as each review is ratified at the next Board meeting and each ratification is reflected in the minutes of that meeting.

**(c) Annual Schedule.** If the Board adopts an annual schedule for the conduct of regular meetings that calls for such meetings to be held at specific dates, times, and locations (e.g., 7 PM in the clubhouse on the first Tuesday of each month), and that schedule is communicated in writing to all Directors at the beginning of the year, no further notice of such meetings shall be required for that year for the Directors unless the date, time, or location for a given meeting is changed, in which case notice shall be provided to all Directors in accordance with subsection (d).

**(d) Notice Requirement for Directors.** If the date, time, or location of a regular meeting set forth in the annual schedule adopted pursuant to subsection (c) is changed, or if the Board does not adopt an annual schedule, Individual Notice of the date, time, and location of each regular Board meeting shall be given to all Directors. All such notices delivered by first-class mail shall be given at least four (4) days prior to the meeting. All such notices delivered personally or by telephone, voicemail, facsimile, email, or other electronic means shall be given at least forty-eight (48) hours before the meeting. All such notices shall be given or sent to each Director's contact information as shown in the Association's records or as designated by that Director.

As provided by Section 6.10, notice of regular Board meetings need not be given to any Director who has signed a waiver of notice or a written consent to the conduct of the meeting or an approval of the minutes of the meeting (whether before or after the meeting) or who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that Director.

**(e) Notice Requirement for Members.** General Notice of the date, time, location, and agenda of all

regular Board meetings shall be provided to the Members at least (4) days prior to the meeting.

#### **Section 6.4. Special Meetings.**

**(a) Who May Call, For What Purpose.** Special Board meetings may be called for any purpose at any time by the President or any two (2) Directors.

**(b) Notice Requirement for Directors.** Individual Notice of the date, time, and location of all special Board meetings shall be given to each Director. All such notices delivered by first-class mail shall be given at least four (4) days prior to the meeting. All such notices delivered personally or by telephone, voicemail, facsimile, email, or other electronic means shall be given at least forty-eight (48) hours before the meeting. All such notices shall be given or sent to each Director's contact information as shown in the Association's records or as designated by that Director.

As provided by Section 6.10, notice of special Board meetings need not be given to any Director who has signed a waiver of notice or a written consent to the conduct of the meeting or an approval of the minutes of the meeting (whether before or after the meeting) or who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that Director.

**(c) Notice Requirements for Members.** General Notice of the date, time, location, and agenda of all special Board meetings shall be provided to the Members at least (4) days prior to the meeting.

**Section 6.5. Emergency Meetings.** The President or any two (2) Directors other than the President may call an emergency Board meeting 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 impractical to provide prior notice. If the circumstances provide insufficient time to provide notice to the Directors and Members, the Board may call and hold the emergency meeting without providing notice. Reasonable efforts shall nevertheless be made to provide notice to each Director and the Members before any emergency meeting.

#### **Section 6.6. Executive Sessions.**

**(a) Matters to be Considered.** The Board shall be entitled to adjourn from a Board meeting at any time, or to call a special Board meeting, for purposes of convening in executive session to consider and potentially act on one (1) or more of the following matters: (i) litigation, (ii) matters relating to the formation of contracts with third parties, (iii) Member discipline, (iv) personnel matters, (v) on a Member's request, a meeting with that Member regarding the Member's payment of Assessments under a payment plan, or, (vi) pursuant to Civil Code section 5705(c), to initiate foreclosure of a lien for delinquent Assessments. The Board shall meet in executive session if requested by a Member who may be subject to a fine, penalty, or other form of discipline, and the Member who is the subject of the disciplinary proceeding shall be entitled to attend the executive session. Prior to adjournment to any executive session, a general statement of the nature of all business to be considered in the session shall be given. Any matter considered by the Board in executive session shall be generally noted in the minutes of the next open Board meeting.

**(b) Notice Requirement for Directors.** Individual Notice of the date, time, and location of all Board meetings to be held solely in executive session shall be given to each Director. All such notices delivered by first-class mail shall be delivered at least four (4) days prior to the meeting. All such notices delivered personally or by telephone, voicemail, facsimile, email, or other electronic means shall be delivered at least forty-eight (48) hours before the meeting. All such notices shall be given or sent to each Director's contact

information as shown in the Association's records or as designated by that Director.

As provided by Section 6.10, notice of Board meetings to be held solely in executive session need not be given to any Director who has signed a waiver of notice or a written consent to the conduct of the meeting or an approval of the minutes of the meeting (whether before or after the meeting) or who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that Director.

**(c) Notice Requirement for Members.** General Notice of the date, time, location, and agenda of any Board meeting to be held solely in executive session shall be provided to the Members at least two (2) days prior to the meeting. Due to the confidential nature of executive sessions, the agenda shall be brief and general in nature.

**(d) Special Notice Requirements for Members Who Are Subject to Possible Disciplinary Action.** In addition to the foregoing General Notice requirements for Members, if one (1) or more Members are scheduled for possible disciplinary action on the agenda for a Board meeting, the Board must notify each subject Member in writing, by either personal delivery or Individual Delivery, at least ten (10) days before the date of the meeting. Any such special notice of possible disciplinary action must contain, at a minimum, the date, time, and location of the meeting, the nature of the alleged violations for which the Member may be disciplined or the nature of the damage to the Common Area or Common Facilities for which a monetary charge may be imposed, and a statement that the Member has a right to attend and address the Board at the hearing. The Board shall meet in executive session if requested by the Member who is the subject of the possible disciplinary action.

**Section 6.7. Actions Without Meetings.** The Board may not take action on any item of business outside of a meeting, as so defined by law, and using a series of electronic transmissions, including emails, to conduct a meeting is not permitted except as a means of conducting an emergency meeting as defined in Section 6.5, if all Directors individually or collectively consent in writing to that form of emergency meeting and such consents are filed with the minutes of the emergency Board meeting. Written consent to conduct an emergency meeting may be transmitted electronically by the Directors. In other respects, the authority that is generally conferred on nonprofit boards by Corporations Code section 7211(b) to take action by unanimous written consent is not authorized under the Common Interest Development Open Meeting Act (Civil Code §§ 4900–4955).

#### **Section 6.8. Common Interest Development Open Meeting Act.**

**(a) Meetings Generally Open to Members.** With the exception of executive sessions, any Member may attend and speak at any Board or Member meeting. The Board shall establish a written policy that sets forth when during meetings Members may speak, reasonable time limits for each speaker, and the total time allowed for Members to speak. In the case of Board meetings, the agenda for the meeting may designate a specific time for Members to speak.

Members shall be entitled to attend teleconference and other electronic meetings of the Board that are conducted in accordance with Section 6.1(b), or those portions of such meetings that are open to attendance by the 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.

**(b) Meeting Minutes.** Minutes shall be kept for all Board meetings. Given the need to maintain confidentiality, any matter considered in executive session shall only be generally noted in the minutes.

The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes of any meeting of the Board, other than minutes of an executive session, shall be available to the Members within thirty (30) days of any Board meeting. The minutes, proposed minutes, or summary minutes shall be distributed to any Member on request and on reimbursement of the Association's costs in making that distribution. Members of the Association shall be notified in the Association's Annual Policy Statement of their right to have copies of the minutes of meetings of the Board, and how and where those minutes may be obtained.

**Section 6.9. Quorum Requirements, Director Voting.** A majority of the authorized number of Directors shall constitute a quorum for the transaction of business for any and all purposes, except to appoint new Director(s) as provided in Section 5.6(f) or to adjourn as provided in Section 6.11. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of the Corporations Code, especially those provisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) appointment of Committees, and (c) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors below a quorum if any action taken is approved by at least a majority of the required quorum for that meeting or such greater number as is required by these Bylaws, the Declaration, the Articles, or by law. No Director may use any form of proxy to vote on any matter before the Board.

**Section 6.10. Waiver of Notice.** The transaction of any Board meeting, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting, each of the Directors not present, individually or collectively, signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the Association records or made a part of the minutes of the meeting and shall have the same force and effect as a unanimous vote of the Board. The requirement of notice of a meeting shall also be deemed to have been waived by any Director who attends the meeting without protesting the lack of proper notice to that Director either before or at the commencement of the meeting.

**Section 6.11. Adjournment.** A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, Individual Notice of the adjournment to another time or place shall be given before the time of the adjourned meeting to the Directors who are not present at the time of the adjournment and General Notice of the same shall be given to the Members. Except as provided in the preceding sentence, notice of adjournment need not be given.

**Section 6.12. Meeting Conduct.** All Board meetings shall be conducted in accordance with a recognized system of parliamentary procedure adopted by the Association. If the Association has not adopted parliamentary procedures and a dispute regarding Board procedure arises during, related to, or out of a Board meeting that cannot be resolved by reference to these Bylaws or applicable law, the dispute shall be resolved by reference to the current, unabridged edition of Robert's Rules of Order.

## Article 7

### Officers

**Section 7.1. Officers.** The Officers of the Association shall be a President, a Vice President, a Secretary, and

a Treasurer. The Association may also have, at the discretion of the Board, one (1) or more assistant Secretaries, one (1) or more assistant Treasurers, and such other Officers as may be appointed by the Board. Any person may hold two (2) or more offices, except that neither the Secretary nor the Treasurer may serve concurrently as President.

**Section 7.2. Appointment of Officers.** The Officers of the Association shall be chosen by majority vote of the Board at its first regular meeting following the election of Directors, and each shall hold their office until they resign, are removed by the Board, or are otherwise disqualified to serve, or until their successor shall be elected and qualified. New Officer positions may be created and filled, and Officer vacancies may be filled, at any Board meeting.

**Section 7.3. Subordinate Officers.** The Board may appoint, and may empower the President to appoint, such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws and as the Board may from time to time determine.

**Section 7.4. Terms, Removal of Officers.** Officers shall hold office for terms of one (1) year. Any Officer may be removed, either with or without cause, by the Board. Such removal may, at the Board's discretion, be given immediate effect.

**Section 7.5. Resignation of Officers.** Any Officer may resign at any time by giving written notice to the Board, the President, the Secretary, or the Association Manager. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Association under any contract to which the Officer is a party.

**Section 7.6. Vacancies.** A vacancy in the office of any Officer because of death, resignation, removal, disqualification, or any other cause shall be filled for the unexpired portion of the term by the vote of a majority of the Board present at a duly noticed Board meeting at which a quorum is present.

#### **Section 7.7. Offices and Duties.**

**(a) President.** The President shall be elected by the Board from among the Directors. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction, and control of the affairs and officers of the Association. The President shall preside at all meetings of the Board and Members, shall have the general power and duties of management usually vested in the office of president of a corporation, together with such other powers and duties as may be prescribed by the Board or these Bylaws, and shall see that orders and resolutions of the Board are carried out.

**(b) Vice President.** The Vice President shall be elected by the Board from among the Directors. 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 on, 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 these Bylaws.

**(c) Secretary.** The Secretary shall be elected by the Board from among the Directors. The Secretary shall keep or cause to be kept at the principal office of the Association, or such other place as the Board may order, a book of minutes of all meetings of the Directors and Members, with the time and place of

holding same, whether regular, special, or emergency, and if special, how authorized, the notice thereof given, the names of those present at Board meetings, the number of Members present at Members' meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, appropriate current records showing the Members of the Association, together with their addresses and other contact information. The Secretary shall give, or cause to be given, notice of all meetings of the Board and Members required by these Bylaws or by law to be given and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

**(d) Treasurer.** The Treasurer shall be the chief financial officer of the Association and shall be elected by the Board from among the Directors. The Treasurer shall receive and deposit in appropriate accounts all monies of the Association, disburse such funds as are directed by resolution of the Board, keep proper books of account, cause an annual review of the Association's books to be made by a public accountant at the completion of each fiscal year when such review is required by law or directed by the Board, prepare an annual budget and statement of income and expenditures to be delivered to the Members, prepare all other financial reporting and accounting documents required by California law, and perform such other duties as required by the Board.

**Section 7.8. Delegation of Duties.** The duties of the Officers may be delegated to subordinate Officers, the Association Manager, or other authorized agents or employees of the Association so long as the appropriate Officer is ultimately responsible for oversight and supervision of such Persons. However, no Officer shall delegate their power to sign checks, disburse Association funds, or execute contracts, promissory notes, leases, or other written instruments on behalf of the Association, except by express resolution of the Board granting such specific authority to a particular Person.

**Section 7.9. Officer's Authority to Execute Contracts.** The Board may, by resolution, authorize any Officer to enter into any contract in the name of, or on behalf of, the Association. Unless expressly authorized by resolution of the Board, no Officer shall have any power or authority to bind the Association to or by any contract or agreement, or to pledge the credit of the Association, or to render the Association liable for any purpose or on any account.

## Article 8

### Committees

**Section 8.1. Standing Committees.** The Board shall be authorized and empowered to appoint the following Standing Committees:

**(a) Architectural Committee.** The Architectural Committee, if appointed by the Board, shall function in accordance with the architectural control provisions of the Declaration.

**(b) Nominating Committee.** The Nominating Committee, if appointed by the Board, shall function in accordance with Section 5.4(c).

**(c) Financial Review Committee.** The Financial Review Committee, if appointed by the Board, shall be composed of the Treasurer and at least one (1) other Director, and shall function in accordance with Section 6.3(b).

**Section 8.2. Other Committees.** In addition to the Standing Committees, the Board shall be authorized and empowered to appoint additional Executive Committees and Advisory Committees to assist the Board in

the effective pursuit of the Association's business and affairs:

**(a) Executive Committees.** Executive Committees consisting of two (2) or more Directors may be appointed by Board resolution to act on behalf of the Board and with the authority of the Board with regard to the matters described in the Board resolution. Only acting Directors may serve on Executive Committees. Actions and decisions of Executive Committees which are within the authority of the Committee shall be deemed to be actions and decisions of the Board.

**(b) Advisory Committees.** Advisory Committees may consist of Members, Directors, or both, and may be appointed by Board resolution to assist and advise the Board on matters set forth in the resolution. All actions by Advisory Committees shall solely be considered advisory to the Board, and shall be scheduled on the agenda of the Board meeting next following the Advisory Committee's action or decision. At the next following Board meeting, the Board may act to affirm, rescind, or modify any and all Advisory Committee actions and decisions, as it deems appropriate.

**Section 8.3. Committee Members.** All Committee Members serve at the sole discretion and pleasure of the Board. The Board resolution appointing any Committee shall identify one (1) person to act as chairperson of the Committee and preside over Committee meetings.

## Article 9

### Conflicts of Interest

#### Section 9.1. Conflicts of Interest.

**(a) Decisions Involving Financial Interest of Association Official.** No Director, Officer, Committee member, Association Manager, or other Association official shall make, participate in making, or in any way attempt to use their official position to influence an Association decision in which the official knows, or has reason to know, that the official has a direct or indirect financial interest that is distinguishable from the financial interest of the Members in general. If the Board is to vote on any such matter, all affected Directors shall notify the Board prior to their vote and shall abstain from voting on each such matter, although such Directors may be counted in determining the presence of a quorum.

**(b) Litigation Against Association, Directors, or Association Manager.** No person who is an adverse party in any legal action against the Association or another Director may serve or continue to serve as a Director. No person who is an adverse party in any legal action against the Association Manager may serve or continue serving as a Director, unless such action has been approved by a majority of the authorized number of Directors.

**(c) Other Matters on Which An Interested Association Official May Not Vote.** No Director or Committee member shall vote on any of the following matters:

**(i)** Discipline of the Director or Committee member.

**(ii)** A Special Individual Assessment to be levied against the Director or Committee member for damage to the Common Area or Common Facilities.

**(iii)** A request, by the Director or Committee member, for a payment plan for overdue Assessments.

(iv) A decision whether to foreclose on a lien on the Unit of the Director or Committee member.

(v) Review of a proposed physical change to the Unit of the Director or Committee member.

(vi) A grant of Exclusive Use Common Area to the Director or Committee member.

**Section 9.2. Agents and Employees.** The provisions of Section 9.1 shall not apply to an agent or employee of the Association when they are negotiating their compensation or terms of employment.

### **Section 9.3. Enforcement.**

(a) **Determination of Conflict of Interest.** The Board shall determine, by a majority vote based on the facts of the matter, whether a conflict of interest exists with respect to an Association decision. If the Board determines that a conflict exists, the Board may, by majority vote, refer the matter to a special Committee of which the conflicted Association official is not a member.

(b) **Remedies.** If a Director is found by the Board to have violated the provisions of this Article, the Board may commence a removal action, if sufficient grounds exist under Section 5.6(c), a recall election by the Members, or a legal action in the County Superior Court to have the Director removed. If an Association official who is not a Director is found by the Board to have violated the provisions of this Article, the Board may remove said official from office.

**Section 9.4. Applicability.** The provisions of this Article shall not apply to contracts or agreements entered into before or on the date that these Bylaws are adopted by the Association.

## **Article 10**

### **Association Records and Disclosures to Members**

**Section 10.1. Records.** All Association financial records shall be created and maintained in accordance with generally accepted accounting principles. All Association records, books, papers, and other documents, including all Governing Documents, shall be kept at the principal office of the Association or at such other place as the Board may designate.

**Section 10.2. Fiscal Year.** The Association's fiscal year shall begin on January 1st, or as determined by resolution of the Board.

**Section 10.3. Annual Budget Report.** The Association shall distribute an Annual Budget Report to the Members by Individual Delivery thirty (30) to ninety (90) days before the end of its fiscal year, which shall include a pro forma operating budget, a summary of the Association's reserves, a summary of the reserve funding plan, a summary of the Association's insurance policies, and all other information required by Civil Code section 5300.

**Section 10.4. Review of Financial Statement.** A review of the financial statement of the Association shall be prepared 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 the review shall be delivered to the Members within one hundred and twenty (120) days after the close of each fiscal year by

Individual Delivery.

**Section 10.5. Annual Policy Statement.** The Association shall distribute an Annual Policy Statement to the Members by Individual Delivery thirty (30) to ninety (90) days before the end of its fiscal year, which shall include the information required by Civil Code section 5310, as well as any additional information deemed appropriate by the Board.

**Section 10.6. Delivery of Annual Budget Report and Annual Policy Statement.** Full copies of the Annual Budget Report and Annual Policy Statement may be delivered to the Members. Alternately, the Association may provide a summary of each report which includes a general description of the report's content and instructions printed in at least ten (10) point boldface type on the first page of the summary on how to request a complete copy of the report at no cost to the Member. If a Member has requested that all reports be sent in full, the Association shall deliver the full report by first-class mail to that Member, rather than a summary of the report, within five (5) days of the Member's request.

## Article 11

### Inspection Rights of Members and Directors

#### Section 11.1. Members' Inspection Rights.

**(a) Scope of Members' Inspection Rights.** All Association accounting books and records, minutes, and other documents defined as association records, enhanced association records, or association election materials by Civil Code section 5200 shall, during reasonable business hours, be subject to inspection by any Member in accordance with the requirements and restrictions set forth in Civil Code sections 5200–5240. Any Member who desires to inspect such documents must submit a written request for inspection to the Association. The accounting books and records, minutes, and any information contained in such records may not be used or sold for commercial purposes or used for any other purpose that is not reasonably related to the Member's interests as a Member. Prohibited uses of the Association's membership list are set forth in Corporations Code section 8338 (see also Civil Code § 5230), and the Association shall have the right, under Corporations Code section 8330, to offer a Member who is seeking access to the membership list an alternative method of achieving the Member's stated purpose without providing access to or a copy of the list itself, as long as the Association presents its alternative method within ten (10) days following receipt of the Member's request.

**(b) Association's Right to Withhold Information.** The Association has the right to withhold or redact information from the accounting books and records and the minutes for any of the following reasons: (1) the release of the information is reasonably likely to lead to identity theft (i.e., the unauthorized use of another person's personal identifying information to obtain credit, goods, services, money, or property); (2) the release of the information is reasonably likely to lead to fraud in connection with the Association; (3) the information is privileged by law (e.g., 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 a Member; or (5) the information contains any of the items specified in Civil Code section 5215(a)(5). However, except as protected by the attorney-client privilege, the Association may not withhold or redact information concerning compensation paid to employees, vendors, or contractors. Compensation information for individual employees shall be presented only by job classification or title, and not by use of the employee's name, social security number, or other personal information. If requested by the requesting Member, if the Association denies or redacts records, it shall provide a written explanation specifying the legal basis for

withholding or redacting the requested records.

**(c) Designation of Agent for Purposes of Inspection.** A Member may inspect and copy those records that are open to Member inspection either in person or through their duly appointed representative. If a Member designates another person to inspect or copy Association records that are open to Member inspection, that designation must be in writing.

**(d) Where Inspection Rights May Be Exercised.** The Association shall make the records described in subsection (a) available for inspection and copying in the Association's business office within the Development or, if there is no such office, at a mutually agreeable location as established by the Association and the Member who requests the inspection. If the Association and the requesting Member cannot agree on a place for inspection and copying, or if the requesting Member submits a written request directly to the Association for copies of specifically identified 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 time periods specified in Civil Code section 5210(b).

**(e) Cost of Copies.** The Association may bill the requesting Member for its direct and actual cost of copying and mailing requested documents as long as the Association informs the Member of the amount of the copying and mailing costs before sending the requested documents. Except as otherwise provided in subsection (d) and in Civil Code sections 4525–4535 (which obligate associations to provide certain information to requesting Members), nothing in this subsection shall be construed to obligate the Association to make copies of requested documents or to organize or compile specific information or categories of information sought by a requesting Member when the Association has made the information available for inspection and copying by the Member or their agent.

**(f) Electronic Delivery of Information.** Requesting parties shall have the option of receiving specifically identified records (and 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 does not allow the records to be altered. Under such circumstances, the cost of duplication for purposes of subsection (e) above shall be limited to the direct cost of producing the copy of a record in that electronic format.

**Section 11.2. Directors' Inspection Rights.** Each Director shall have the right at any reasonable time to inspect all books, records, documents, and minutes of the Association and the physical properties owned by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents. All Directors should consider their fiduciary obligations to act in good faith and in a manner the Director believes to be in the best interests of the Association in determining what use or dissemination is to be made of information obtained in the Director's exercise of their inspection rights.

**Section 11.3. Inspection Rules.** The Board may adopt Association Rules with respect to notice of inspection, hours and days of the week when inspection may be made, and payment of the cost of reproducing copies of documents requested by Members.

## Article 12

### Amendments

**Section 12.1. Amendments by Board.** The Board may, by a vote of a two-thirds (2/3rds) majority of all

Directors, adopt amendments to these Bylaws when such amendments are necessary to conform particular provisions to changes in California law when said changes are mandatory and non-discretionary in nature. Before moving to approve such amendments, the Board shall solicit, receive, and review a written opinion from the Association's counsel confirming that (a) changes in California law necessitate the amendments in order to render the affected provisions an accurate statement of the law, and (b) the Association is required by law to observe said changes. For changes in the law which are sufficiently extensive so as to render significant portions of these Bylaws superseded by law, the Board may instead amend and restate these Bylaws in full pursuant to the provisions of this Section in order to reduce the chances of confusion, conflict, and potential liability inherent in adopting extensive amendments.

**Section 12.2. Amendments by Members.** Except as provided in Section 12.1, these Bylaws may only be amended or revoked by the affirmative vote pursuant to Section 3.4 of the Members Eligible to Vote representing more than fifty percent (50%) of all Members Eligible to Vote.

**Section 12.3. Certification, Retention in Association Records, Distribution to Members.** The Secretary of the Association shall certify the adoption of any duly approved amendments to these Bylaws. Whenever new bylaws or amendments to these Bylaws are adopted, a copy of the new bylaws or amendment and the Secretary's certification shall be placed in the Association's records and distributed to all Members. If these Bylaws or any future bylaws are revoked, the date upon which the revocation was effective shall be stated in the Association's records.

## Article 13

### General Provisions

**Section 13.1. Association Manager.** The Board may employ the services of an Association Manager to manage the affairs of the Association, and, consistent with the law and on such conditions as are otherwise deemed advisable by the Board, the Board may delegate to the Association Manager any of its day-to-day management and maintenance duties and powers under these Bylaws, the Declaration, and the Governing Documents, provided that the Association Manager shall at all times remain subject to the control of the Board.

**Section 13.2 Secondary Address.** Members may request delivery of certain notices and other documents to a secondary address, as well as to the Member's address appearing in the Association's records. Such requests shall be in writing and delivered to the Association.

### Section 13.3. Construction.

**(a) Generally.** Unless the context requires otherwise or a term is specifically defined herein or in the Declaration, the general provisions, rules of construction, and definitions of the Davis-Stirling Common Interest Development Act (Civil Code §§ 4000–6150) and the Nonprofit Mutual Benefit Corporation Law (Corporations Code §§ 7110–8910) shall govern the construction of these Bylaws.

**(b) Provisions Liberally Construed Together, No Waiver.** All provisions of these Bylaws shall be liberally construed together to promote and effectuate the fundamental purposes and concepts of the Development and the Association as set forth herein and in the Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

**(c) Provisions Severable.** Notwithstanding the provisions of subsection (b), all provisions of these Bylaws shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

**(d) Singular and Plural, Gender Pronouns.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter, as the context requires.

**(e) Captions, Titles, and Headings.** All captions, titles, and headings used in these Bylaws are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions contained herein.

**(f) Exhibits.** All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

**(g) Reference to Statutes.** All references in these Bylaws to statutes shall be to the referenced statute in effect on the date that these Bylaws are adopted. In the event that any referenced statute is subsequently amended or superseded, all such references shall mean and refer to the referenced statute as so amended, modified, or superseded, as long as the amended statute continues to regulate or pertain to the same subject matter.

**Section 13.4. Conflict Between Governing Documents.** Except as otherwise provided by law:

**(a)** in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control;

**(b)** in the case of any conflict between the Articles and these Bylaws, the Articles shall control; and

**(c)** in the case of any conflict between these Bylaws and the Association Rules, including the Election Rules, these Bylaws shall control.

**Certificate of Secretary**

The undersigned duly elected and acting Secretary of the California nonprofit mutual benefit corporation known as the Meadow View Villas Association hereby certifies that the above and foregoing Amended and Restated Bylaws of the Meadow View Villas Association were duly adopted by the affirmative vote of the Members consisting of at least a majority of the voting power of the Members on \_\_\_\_\_, 20\_\_\_\_ and that the same does now hereby constitute the Bylaws of the Association.

\_\_\_\_\_, Secretary:

Signature:

Date: