

BY-LAWS OF
HIDDEN HILLS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is Hidden Hills Condominium Association, Inc. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Condominium of Hidden Hills Condominium (the "Declaration"). This Association is organized pursuant to the Act to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these By-Laws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration.

1.3 Members. The Owners are the "Members" of the Association.

ARTICLE 2. VOTING

2.1 Voting.

(a) Each Unit is vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100%, as set forth in the Declaration. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a Certificate of Ownership and Right to Vote signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a Certificate of Appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

2.2 Majority of Owners. A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners shall constitute a quorum. Except for meetings of the Board, Members may not transact any business if less than a quorum is present for any Association meeting.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies in writing must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address and telephone number. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held during the month of October of each year. At the annual meeting, one or more members of the Board may be elected by the Owners and other business of the Association may be transacted as may properly come before the Owners.

3.4 Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Majority of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths ~~(4/5)~~ (4/5) of the Members, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver, email, or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless written waivers are duly executed by all Owners. The delivery, email or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery, email or mailing.

3.6 Adjourned Meetings. If a quorum does not ~~attend~~ exist at a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than

forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Procedure. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

3.8 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call (Proof of quorum).
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board composed of no less than three (3) persons and no more than six (6) persons. Directors must be Owners.

4.2 Election and Term of Office. Each Director elected by the Owners shall hold office for a term of 2 years and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected. Terms for officers are to be staggered so that ~~only one third (1/3)~~ **one half (1/2)** of the officer's terms expire each year.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

- (a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).

- (b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.
- (c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.
- (d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.
- (e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section.
- (f) Appointing committees and assigning individuals to serve on the committees as the need arises. At least one member of every committee must be a Board member.
- (g) Performing such other functions as are required by law or the Declaration.

4.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of the Board, shall be held immediately following the Annual Meeting. The sole purpose of this meeting is for the Board to elect its officers.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally, by email, mail or telephone at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days' notice to each Director, given personally, by email, mail or telephone which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

(a) Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one-year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer or contracted management shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer or contracted management shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board. The Treasurer of the Board shall have the responsibility to review all transactions by the contracted management.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration. The Board shall determine what sums, if any, will be

required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

6.2 Assessments.

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

(c) *Whenever an individual Unit is turned over to a new owner (either by purchase or gift, etc.) the new owner shall pay a one-time 'Special Assessment-New Owner Transfer Fee' that is equal to the amount of the current monthly HOA fee in place at that time. This 'Special Assessment-New Owner Transfer Fee' shall be paid at the time of property closing or transfer. The fee shall be deposited into the General Operating Fund Revenues of the Association to be used for routine operations of the Association.*

(d) *Annually the Owners of each Unit may be required to pay a 'Special Assessment-Annual Reserves Payment' that is equal to the amount of the current monthly HOA fee in place at that time. This 'Special Assessment-Annual Reserves Payment' shall be deposited into the Reserves Account of the Association to be used for future repairs, replacements and upgrades to the Common Elements as deemed necessary by the Board.*

This payment can be made by the Homeowner at any time throughout the year but must be paid by December 5th. If the Unit is sold during the year and the payment has not yet been paid by the previous Owner, the payment must be made by the new Owner by the December 5th date.

6.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit. No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If an Owner fails to timely pay an assessment or installment thereof, such failure shall be deemed a default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than \$500 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

(a) General Assessments (monthly HOA Fees) shall be made by automatic withdrawal from an account of the Homeowners choice. New Homeowners shall have ten (10) days from the closing date of the purchase of the property to complete all forms and set up the automatic payments with the Association's financial management company.

6.5 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7. OBLIGATIONS OF VARIOUS PERSONS

7.1 Owner Responsibility. Each Owner, at the Owner's own cost, shall:

- (a) perform routine maintenance, repair and replacement of all components or installations of the Unit;
- (b) pay for the repair and replacement of any portion of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit;
- (c) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security;
- (d) water the lawn areas adjacent to the Unit; and
- (e) maintain, repair and replace the Limited Common Elements appurtenant to the Unit. Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.
- (f) dispose of all pet excrement left by their pet, a visitor's pet, or a renter's pet, as soon as possible from any outdoor property of the Association. This includes Common Elements and Limited Common Elements.***
- (g) not display any flags that refer to a political party, candidate, or office. No flag may be flown that the Board deems offensive.***
- (h) not discharge, set off, or use fireworks or explosive devices of any type anywhere on the premises of the Association. This includes Common Elements and Limited Common Elements.***
- (i) (Referencing Article 7.4, Third Amendment of the original Disclosure Materials)...the term 'automobile' shall be revised to include station wagons, sport utility vehicles, pickup trucks, and minivans. These 'automobiles' shall be permitted to be parked overnight in driveways. All other items as listed in Article 7.4 shall be relevant.***
- (j) (Referencing Article 7.1 of the original Disclosure Materials)...not be allowed to have any type of pop-up, rummage, garage or sidewalk sale on the Association property. This includes Common Elements and Limited Common Elements.***
- (k) (Referencing Article 14.2 of the original Disclosure Materials)...correct all violations within fifteen (15) days, or upon a reasonable time frame as agreed upon by***

the Board. If there is no correction by the due date the Owner shall be assessed a fine of twenty-five dollars (\$25) per day, or occurrence, for each violation until it is corrected. Such fine shall be deducted from the Owners account by the Association's financial management company upon approval by the Board.

7.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided in Section 7.1 of these Bylaws.

ARTICLE 8. AMENDMENTS

8.1 Amendments. Any changes to the Bylaws need to be presented to the Owners at least ten (10) days but not more than thirty (30) days prior to the Annual Meeting or at a duly constituted meeting for such purpose by the Owners of Units representing at least 75% of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the Mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice of Unpaid Assessments. Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such

mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control, prevail and supersede.

Attachments:

- A. Certificate of Ownership and Right to Vote
- B. Proxy Form
- C. Certificate of Appointment
- D. Board Nomination Form

~~Revised Bylaws adopted on October 13, 2020~~

Revised Bylaws adopted by the Homeowner's on 10/25/2023

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Attachment A

Hidden Hills Condominium Association

Certificate of Ownership and Right to Vote

As stated in the Bylaws (Article 2.1(b)) for Hidden Hills Condominium Association, only one (1) vote per unit is allowed. If a unit is owned by more than one individual or corporation the following form needs to be filled out and returned to the Secretary of the Association.

Owners Names:

Address of the Unit:

Phone Number(s):

Name of Owner with Voting Rights:

Signatures of All Owners:

Date

Date

Attachment B
Hidden Hills Condominium Association
PROXY FORM

One homeowner per unit may vote on Association business. Any homeowner planning to vote by proxy must complete this form. Your proxy may be delegated to the Board Secretary or another Association owner who will be attending any Annual or special meeting of the Association. Proxy forms must be filed with the Association Secretary prior to the start of the meeting. Any forms received after the start of the meeting will not be accepted. This proxy form can only be signed and submitted by the homeowner on file in Attachment A, Certificate of Ownership and Right to Vote.

Your (Homeowner) Name:

Your (Homeowner) Address:

Phone Number:

Each unit is allowed one vote.

Date of Association Meeting: _____

Check only **ONE** of the following:

☐ I assign _____ the authority to
vote on my behalf regarding Association matters. (Name and Unit #)

☐ I assign the Hidden Hills Association Board of Directors Secretary the authority
to vote on my behalf regarding Association matters.

Homeowners Signature:

Date:

Attachment C
Hidden Hills Condominium Association
Certificate of Appointment

To: Hidden Hills Condominium Association

On behalf of _____ (Company Name)

We hereby inform you that you as an owner of unit _____ (Unit Address), we are appointing _____ (Name of Appointee) to act on our behalf at all meetings of the Hidden Hills Condominium Association and as such he/she has the right to vote on our behalf on all issues.

Company Name: _____

Company Address: _____

Company Phone: _____

Authorized Signature: _____

Title: _____

Date: _____

Attachment D
Hidden Hills Condominium Association
Board Nomination Form

Date of Annual Meeting: _____

Nominations are needed for owners to fill the Board positions that expire this year.
the election will be held at the Annual Meeting listed above.

Please submit your nominations to the Board Secretary no later than October 1.

Nominations from the floor will also be accepted at the meeting.

You may nominate yourself or another person, but please have the other person's permission before you submit their name to serve on the Board.

If you nominate yourself you may provide a brief (75 words or less) statement why you would like to serve on the Board. If you nominate another owner please have them complete the nominations statement if they so desire.

Nomination Statement:

Your Name_____

Your Unit Address_____

Date of Submission_____