

# **VILLA MARIN HOMEOWNERS' ASSOCIATION**

## **Bylaws of Villa Marin Homeowners' Association (As Restated in 2022)**

All California Community Associations are required, when providing a copy of a Governing Document, to include a cover page with the following statement:

**If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

dlr: 1/1/2022, AB 1466

It has been and continues to be the Association's policy not to discriminate on the basis of any of the above categories.

**BYLAWS OF  
VILLA MARIN HOMEOWNERS' ASSOCIATION  
(As Restated in 2022)**

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**BYLAWS OF  
VILLA MARIN HOMEOWNERS' ASSOCIATION  
(As Restated in 2022)**

These Restated **Bylaws** of Villa Marin Homeowners' Association ("**Bylaws**") supersede and replace any and all earlier **Bylaws** and amendments thereto ("Former Bylaws"). These **Bylaws** are a companion document to the **Declaration** and defined terms (in bold) in these **Bylaws** have the same meaning as in the **Declaration**.

**ARTICLE I  
ASSOCIATION GENERALLY**

**Section 1.1. Name and Location.** The name of this Nonprofit Mutual Benefit Corporation is "VILLA MARIN HOMEOWNERS' ASSOCIATION" (hereinafter referred to as the "**Association**"). The principal location of the **Association** is in the City of San Rafael, County of Marin, State of California.

**Section 1.2. Purpose.** The purposes of the **Association** are:

1.2(a) to control, own, repair, maintain, manage, protect and/or enhance the **Common Areas** and common improvements;

1.2(b) to maintain the benefits of a Continuing Care Retirement Community;

1.2(c) to generally enforce and implement the **Governing Documents** of Villa Marin Homeowners' Association, including the **CC&Rs**, policies and the rules;

1.2(d) to enhance and promote the use and enjoyment of the **Common Areas** by the occupants and/or **Owners**;

1.2(e) to enhance and protect property values and the quality of life of occupants; and

1.2(f) to maintain the aesthetic and architectural standards of Villa Marin Homeowners' Association.

**ARTICLE II  
MEMBERSHIP**

**Section 2.1. Generally.** Every **Owner** of a **Condominium** within Villa Marin Homeowners' Association is a **Member** of the **Association**. Membership in the **Association** is linked to, and may not be separated from, ownership or qualified occupancy of any **Condominium**. Upon the sale, conveyance or other transfer of an **Owner's** interest, the **Owner's** membership shall automatically transfer to the new **Owner(s)**.

**Section 2.2. Service Program.** Ownership does not qualify any person to participate in the **Association's Service Program**. Only those **Owners** who are determined to so qualify pursuant

to the **Declaration** may participate in the **Service Program** subject to any conditions or limitations imposed pursuant to said **Declaration**.

### **ARTICLE III** **OWNER VOTING**

**Section 3.1. Owner Voting Rights.** On each matter submitted to a vote of the **Owners**, each **Owner** shall be entitled to cast one vote for each **Condominium** owned by such **Owner**. When more than one (1) person owns an interest in a single **Condominium**, any vote cast by a single **Owner** shall be deemed the authorized vote for that **Condominium**. If more than one ballot is received for a **Condominium**, the first ballot received shall be counted and no subsequently received ballot shall be recognized. If two or more **Condominiums** have been combined into one living space, the **Owner** shall still have one vote (and one **Assessment**) for each **Condominium** notwithstanding their combination.

**Section 3.2. Voting Policy.** **Owner** decision-making shall be accomplished in accordance with the law as supplemented by these **Bylaws** and the **Association's** voting policy. Voting by **Owners** is by ballot, which may be cast by mail (or otherwise delivered) and/or cast at an **Owner** meeting. Most **Owner** voting shall be conducted by secret mail-in ballot, as required by law. While return mail may be the most commonly used, hand-delivery or other method of return specified by the **Board** can be used at the discretion of the **Board**. This may include, for example, use of an **Association** ballot drop box.

#### **3.2(a) Voting and Election Procedures.**

**3.2(a)(1)** When any issue is put to a vote of the **Owners**, if required by law (Civil Code §5100), direct ballots by mail will be used. The specific procedures to accomplish this type of secret ballot vote shall be set forth in a policy adopted by the **Board**. Even if there is no policy, the provisions of Civil Code §§5100-5145 still apply. The ballots and instructions will be delivered to **Owners** at least 30 days before the close of voting. The ballots can be returned by mail or by hand-delivery. Prior to opening the received ballots, the **Board** may reasonably extend the voting period to achieve greater **Owner** participation.

**3.2(a)(2)** If the **Board** opts to permit casting of ballots at a meeting, the Voting Policy or voting instructions delivered with the ballot shall describe the process.

**3.2(a)(3)** The counting of the ballots will be conducted by one or three Inspector(s) of Election at the scheduled **Board** meeting or general membership meeting referenced in the balloting material. If the tally meeting is conducted **Remotely**, the Inspector(s) of Election shall count and tabulate the ballots in view of the camera.

**3.2(b) Inspectors of Election.**

**3.2(b)(1) One or Three.** The **Board** shall appoint one or three individuals to be "Inspectors of Election."

**3.2(b)(2) Independent Third Party.** An Inspector of Election must be an independent third party. An independent third party may be an **Owner** but may not be a **Director** or a candidate for **Director** or be related to a **Director** or to a candidate for **Director**. 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 an inspector of elections. An Inspector may also be, for example, a CPA, Notary or other non-**Owner**.

**3.2(b)(3) Duties.** The job of the Inspector(s) is to assure confidentiality in the voting, to process and count ballots as well as to make judgment calls if there is a problem in the paperwork. The Inspectors of Election have authority including:

**3.2(b)(3)(i)** Appoint, direct and supervise assistant(s) to help with the balloting and tally process. Any assistant must also be an independent third party.

**3.2(b)(3)(ii)** After the close of nominations, Inspector(s) may confirm to the **Board** that the number of qualified candidates is not more than the number of vacancies to be elected.

**3.2(b)(3)(iii)** Where ownership changes during the voting cycle, determine if the seller voted or, if not, whether or not the buyer's ballot will be accepted.

**3.2(b)(3)(iv)** When an unsigned ballot envelope is received, utilize discretion as to if and how the **Owner** may be given an opportunity to sign the envelope prior to the start of opening envelopes and counting.

**3.2(b)(3)(v)** Count and tabulate ballots.

**3.2(b)(3)(vi)** Determine the authenticity and validity of Powers of Attorney or entity representative authority, if any.

**3.2(b)(3)(vii)** Disqualify subsequent ballots received from an **Owner** after receipt of the first ballot from that **Owner** or from a co-**Owner**.

**3.2(b)(3)(viii)** Disqualify any ballot that is not an Official Ballot prepared by the **Association**.

**3.2(b)(3)(ix)** Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.



**3.2(b)(3)(x)** Control custody of the **Election Materials** for a period of 12 months following the publication of the tallied election results.

**3.2(b)(3)(xi)** During times of public health crises, catastrophes, or similar emergencies, to adopt reasonable procedures to assure the voting process is fair and transparent.

The Inspector(s) of Election may also take other actions to assure fairness in the election process and compliance with the voting policy.

### **Section 3.3. Other Voting Provisions.**

#### **3.3(a) Election of Directors.**

**3.3(a)(1) Nominations.** Any **Owner** may put his or her own name into nomination or be nominated by another **Owner**. The **Board** may appoint a Nominating Committee to solicit **Owners** to run for the **Board**. The close of nominations may be any time specified by the **Board**, typically to coincide with the printing/distribution of ballots. If, at the close of nominations, the number of qualified nominees is equal to or less than the number of **Directors** to be elected, the **Board** may extend the nominations period to encourage greater participation in the electoral process.

**3.3(a)(2) Write-In Voting.** "Write in" candidates are not permitted.

**3.3(a)(3) No Cumulative Voting.** There shall be no cumulative voting.

**3.3(a)(4) Uncontested Election/Acclamation.** If at the close of nominations the Inspector(s) of Election confirm that the number of qualified candidates equals or is less than the number of **Directors** to be elected and the procedures set forth in the Voting Policy and Civil Code §5103 have been complied with, the **Board** may vote to seat the candidates without **Member** balloting. This process is also known as acclamation. If staggered terms have inadvertently gotten out of sequence, assignment of terms shall be by lottery with the new **Directors** drawing lots to determine which **Directors** shall be assigned the longest terms. The **Board** shall have the option, however, but not the obligation, to extend the time to declare a candidacy and increase the number of candidates.

**3.3(b) Quorum Requirements.** The following threshold approval requirements for **Owner** balloting shall apply for those subjects not otherwise addressed by statute or the **Governing Documents**. In all instances, the **Board** may extend the time for voting so that at least a quorum or greater number of **Owners** participate in the vote.

**3.3(b)(1) Election of Directors.** For purposes of election of **Directors**, a quorum equals the number of ballots received (see also **Section 4.2(e)**). Recall of **Director(s)** is addressed under **Section 4.2(i)(3)**.

**3.3(b)(2) Assessment Decisions.** An **Owner** vote regarding increase in **Assessments** or approval of Special **Assessments** has a quorum which is defined by statute as more than 50% of the **Voting Power** (See **Section 4.8(b)** of the **CC&Rs**).

**3.3(b)(3) IRS Resolution.** If the **Owners** are asked to vote and prospectively approve the rollover of any excess operating funds for the upcoming Fiscal Year End (*IRS Revenue Ruling 70-604*), approval shall be by approval of a majority of a quorum, with a quorum defined for this purpose as the number of votes (ballot or otherwise) received.

**3.3(b)(4) Owner Rule Reversal.** In the event that the **Board** adopts, amends or changes a rule or policy and the **Owners** seek to reverse the rule or policy pursuant to the provisions in the **Davis-Stirling Act**, reversal shall require the approval of a majority of the **Voting Power** of the **Owners**.

**3.3(b)(5) Other Owner Votes.** A decision requiring "approval of the **Owners**" (not otherwise addressed by statute or the **Governing Documents**) shall be subject to approval of a majority of a quorum of **Owners**, with a quorum defined as more than fifty percent (50+%) of the **Voting Power**. (Based on 224 **Condominiums**, quorum means the participation of **Owners** representing at least 113 **Condominiums**. Once quorum is achieved, approval is by a majority of **Condominiums** voting.)

**3.3(c) No Proxies.** Proxies are not permitted.

**Section 3.4. Owner Meetings.** This section addresses both the Annual Informational Meeting (which need not be quorum-qualified) and a process to address voting at a quorum-qualified meeting, should the situation arise. Notice of meetings is addressed in **Article VI**. Any **Owner** meeting may be at a physical location, conducted **Remotely** or a combination of the two.

**3.4(a) Types of Owner Meetings.**

**3.4(a)(1) Annual Report and Informational Meeting.** The **Board** shall have discretion to schedule and conduct an Annual Report to Owners Meeting to be held on the second Tuesday in January of each calendar year, unless otherwise scheduled by the **Board** as close to the designated date as possible. Any such meeting shall be held on the premises or at a location within a reasonable distance. There shall be no **Owner** quorum requirements to convene and conduct this as an informational meeting. The meeting may be simultaneously conducted as a **Board** meeting so the **Board** can make decisions relevant to the subject matter. Secret balloting conducted by mail may be coordinated with or independent of the Annual Report and Informational Meeting ("Annual Meeting"). If the **Board** opts to convene a meeting of **Owners** at which "live" voting occurs, any ballots

received by mail (or otherwise) shall be counted toward any applicable quorum. Voting for **Directors** (and any related **Owner** approvals) may be conducted before, during or after and may be independent of the Annual Report Meeting. At the time of the mailing of the ballots and/or other voting material, the instructions shall explain how the voting will be conducted and what the deadlines are.

**3.4(a)(2)      Special Meeting of the Owners.**

**3.4(a)(2)(i)** A Special Meeting of the **Owners** may be called at any time by the President or by two **Directors**. Additionally, a Special Meeting of **Owners** shall be promptly called by the **Board** upon receipt of a written request signed by **Owners** representing not less than five percent (5%) of the total **Voting Power** of the **Association**. Only those matters specifically described in the special meeting notice may be addressed at the special meeting.

**3.4(a)(2)(ii)** So long as Corporations Code §7511 provides that **Owners** can petition the **Board** to conduct a Special Meeting of the **Owners**, and if the purpose of the Special Meeting is to conduct an **Owner** vote (such as to recall one or more **Directors**), then the **Board** shall have the discretion to reconcile any inconsistencies between the old process of meeting-based voting with the Civil Code §5115 process of balloting by mail. If a petition to recall one or more **Directors** is received and the outside timeline to conduct the recall overlaps with the regular annual election of designated **Directors**, the **Board** may deny the request for the recall of that **Director(s)**.

**3.4(a)(3)      Other Owner Meetings.** Nothing in these **Bylaws** shall preclude the holding of a quorum-qualified meeting of the **Owners** pursuant to Corporations Code §7510(b). Any such meeting shall be conducted in accordance with parliamentary procedures adopted by the **Board** at that time.

**3.4(b) Minutes of Owner Meetings.** At any quorum-qualified **Owner** meeting, whether regular or special, minutes shall be taken. The minutes shall be approved by a vote of the **Board**. Approval may be at any subsequent **Board** meeting.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

**Section 4.1. General Association Powers.** The **Board of Directors** shall have the power and authority to conduct the business of the **Association**, except as may be limited by the **Governing Documents** or the law generally. Reference in the **Governing Documents** to action by the **Association** shall mean action by the **Board**, unless the authority for the action is expressly assigned to the **Owners** by the **Governing Documents** and/or applicable statutory law.

**Section 4.2. Directors.** All **Directors** must be **Owners**. A **Director** must be a natural person.

**4.2(a) Number.** The business of the **Association** shall be conducted by a **Board** of seven (7) **Directors**.

**4.2(b) Term of Office.**

**4.2(b)(1)** The term for all **Directors** shall be three (3) years. The terms shall be staggered such that there are two (2) or three (3) positions to be elected each year. Each **Director**, including a **Director** who fills a vacancy (either by election or appointment), shall hold office until the later of (1) the expiration of the term for which elected or appointed or (2) a successor has been elected (or appointed) and qualified.<sup>1</sup>

**4.2(b)(2)** **Directors** may serve no more than two (2) consecutive terms (i.e., for six (6) consecutive years). After a break of two (2) years, **Owners** are eligible to serve on the **Board** again.

**4.2(c) No Co-Owners.** Co-**Owners** of a **Condominium** cannot serve concurrently on the **Board**. Even if co-**Owners** have an ownership interest in more than one **Condominium**, no more than one co-**Owner** may serve on the **Board** at the same time.

**4.2(d) Compensation.** No **Director** shall receive compensation for any services rendered to the **Association** as a **Director**. If approved by the **Board**, a **Director** may, however, be reimbursed for his or her reasonable expenses actually incurred in the performance of his or her duties as a **Director**. Expenses for which reimbursement is sought shall be supported by a proper receipt or invoice signed and dated by the **Director** claiming the expense.

**4.2(e) Determination of Election Results and Succession to Office.** Election to the **Board** shall be by secret written ballot (see generally **Section 3.2**) or as otherwise provided herein. The vacancies shall be filled by the persons receiving the largest number of votes, up to the number of **Directors** to be elected. If staggered terms have inadvertently gotten out of sequence, then the **Director(s)** getting the largest number of ballots shall get the longest terms. If the **Directors** are elected by acclamation, assignment of terms shall be by lottery

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<sup>1</sup> **2022 Transition:** To accomplish the transition to three (3) year terms, at the next election of **Directors** following adoption of these restated **Bylaws**, the **Owners** shall elect two (2) **Directors** for a term of two years and two (2) **Directors** for a term of three (3) years. The two (2) candidates receiving the highest number of votes shall be elected for the three (3) year terms. If the **Directors** are elected by acclamation, assignment of terms shall be by lottery with the new **Directors** drawing lots to determine which two (2) **Directors** shall be elected for the three (3) year terms. The **Board** may also adopt reasonable protocols to implement this transition.

with the new **Directors** drawing lots to determine which **Directors** shall be assigned the longest terms. Each newly elected **Director**, if present, shall take office upon presentation to the **Board** of the tabulated election results. Such presentation may be a scheduled item on the agenda.

**4.2(f) Director Standards.** A **Director** shall perform the duties of a **Director** in good faith, in a manner that **Director** believes to be in the best interests of the **Association** and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. A **Director** shall also act consistent with the authority to release information (such as related to delinquencies, **Owner** disciplinary matters, and executive session matters) being held by the **Board** as a whole.

**4.2(g) Vacancies Generally.** A vacancy on the **Board** exists on the occurrence of any of the following:

**4.2(g)(1)** the disqualification, death, resignation, or removal of a **Director** under **Section 4.2(i)** below;

**4.2(g)(2)** the **Director** no longer has an ownership interest in a **Unit**; or

**4.2(g)(3)** a declaration of vacancy by the **Board** for any reason permitted by law.

**4.2(h) Resignation.** Any **Director** may resign by giving written or oral notice. Written resignation shall be effective on presentation to the President or Secretary, unless the notice specifies a later time. Oral notice during a meeting shall be effective immediately when accepted by the **Board** and when noted in the minutes.

**4.2(i) Removal / Recall.** Notwithstanding provisions in **Section 4.2(b)** above, the term of any **Director** who is removed or recalled from office pursuant to this section shall end at the time of the **Board**, Court or **Owner** decision described below.

**4.2(i)(1) Removal By Board.** The **Board** shall have the power, authority and discretion to remove a **Director** and declare his or her office vacant if he or she:

**4.2(i)(1)(i)** has been declared of unsound mind by a final order of court;

**4.2(i)(1)(ii)** has ever been convicted of, pled *nolo contendere*, or pled guilty to a felony (regardless of expungement);

**4.2(i)(1)(iii)** has a past criminal conviction that interferes with the **Association's** ability to procure fidelity bond coverage as required under Civil Code §5806;

**4.2(i)(1)(iv)** fails to attend and/or participate in three (3) consecutive regular meetings of the **Board of Directors** that have been duly noticed or regularly scheduled;

**4.2(i)(1)(v)** becomes more than sixty (60) days delinquent in the payment of any **Assessment** or **Service Program** fee;

**4.2(i)(1)(vi)** maintains an adversarial proceeding, such as arbitration or litigation, against the **Association** or any other **Director** and in which dollar damages are sought;

**4.2(i)(1)(vii)** maintains a continuing **CC&R** violation for which a hearing has been held, a determination of violation made and where the **Director** has failed to timely remedy the matter as directed by the **Board**; or

**4.2(i)(1)(viii)** is subject to a Court restraining order or injunction in any way related to the **Association**, the **Property**, any **Owner(s)** or any **Resident**.

**4.2(i)(2) Removal Arising From Court Action.** The Court may remove any **Director** determined to be guilty of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the **Association**.

**4.2(i)(3) Recall By Owners.** Any or all **Directors** may be recalled by the approval of at least a majority of a quorum of **Owners**. For purposes of this **Owner** action, quorum shall be as set forth in **Section 3.3(b)(5)** of these **Bylaws**.

**4.2(j) Filling Vacancies.** The **Board** has the general power to fill vacancies. The exception is when the vacancy is created through recall of the **Director** by the **Owners**.

**4.2(j)(1) By the Board.** The **Board** can fill the vacancy by a majority vote of the remaining **Directors** (even if vacancies make a quorum not possible) or by the sole remaining **Director**. Alternately, the **Board** may permit the **Owners** to fill a vacancy.

**4.2(j)(2) By the Owners.** If recalled by the **Owners**, the vacancy shall be filled by election by the **Owners**.

**Section 4.3. Officers.** The Officers of the **Association** shall be a President, Vice President, Secretary and Treasurer. The **Board** may, by resolution, appoint such other Officers as the **Board** deems appropriate. The **Board** has the authority to appoint persons who are not **Directors** and/or not **Owners** to positions as Officers. Any such non-**Director** Officer has no voting authority.

**4.3(a) Election.** The election of Officers shall take place at the first meeting of the newly elected **Board** following each election of the **Director(s)**.

**4.3(b) Term of Office.** The Officers of this **Association** shall be elected annually by the **Board**. Each Officer shall hold office for one (1) year unless he or she resigns, is removed or is disqualified.

**4.3(c) Resignation.** Any Officer may resign by giving written or oral notice. Written resignation shall be effective on presentation to the President or Secretary, unless the notice specifies a later time. Oral notice shall be effective when accepted by the **Board** and noted contemporaneously in the minutes.

**4.3(d) Removal.** Any Officer may be removed and/or reassigned by the **Board** with or without cause, at any regular or special meeting of the **Board**.

**4.3(e) Vacancies.** A vacancy in any office may be filled by appointment by the remaining **Director(s)**. The Officer appointed to such vacancy shall serve the remainder of the term of the Officer he or she replaces.

**4.3(f) Multiple Offices.** One **Director** may hold two or more officer positions, except that neither the Secretary nor the Treasurer may serve concurrently as President.

**4.3(g) Duties of Officers.** Each year the **Board** may assign one Officer the responsibility for reviewing the provisions of the **Davis-Stirling Act** and making recommendations to the **Board** of any changes in financial procedures and reporting that may be required by new or revised sections which involve financial matters. The responsible Officer may consult with the **Association's** attorney, certified public accountant, reserve study consultant, and/or manager on these matters and the **Board** may delegate to the manager the day-to-day financial business of the **Association**. Subject to appropriate delegation, the duties of the Officers are as follows:

**4.3(g)(1) President.** 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 business and Officers of the **Association**. He or she shall (i) preside at meetings of the **Board**; (ii) see that orders and resolutions of the **Board** are carried out; (iii) sign contracts and other written instruments; and (iv) have the power to co-sign all checks and promissory notes. He or she shall have such other powers and duties as may be prescribed by the **Board** or the **Bylaws**.

**4.3(g)(2) Vice President.** In the unavailability, absence or disability of the President, the Vice President shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. He or she shall have such other powers and perform such other duties, including co-signatory powers on accounts, as from time to time may be prescribed by the **Board** or the **Bylaws**.

**4.3(g)(3) Secretary.** The Secretary is responsible to oversee the **Association** records, minutes of all **Board** meetings and **Owner** meetings, as well as **Owner** rosters. The Secretary is also responsible for giving or overseeing notice of all **Board** meetings and **Owner** meetings. He or she shall have such other powers and perform such other duties, including co-signatory powers on accounts, as may be prescribed by the **Board** or by the **Bylaws**.

**4.3(g)(4) Treasurer.** The Treasurer is responsible for overseeing or maintaining adequate and correct accounts of business transactions of the **Association**. This includes accounts of the **Association's** assets, liabilities, receipts, disbursements, reserves, and other matters customarily included in homeowner association financial statements. The financial records shall at all times be open to inspection by any **Director**.

The Treasurer is responsible for monthly review of the **Association's** operating and reserve activities (see Section 7.1(o) for **Board** responsibility). The Treasurer is responsible for all of the following:

- (1) review a current reconciliation of the **Association's** operating accounts,
- (2) review a current reconciliation of the **Associations's** reserve accounts,
- (3) review the current year's actual reserve revenues and expenses compared to the current year's budget,
- (4) review the latest account statements prepared by the financial institutions where the **Association** has its operating and reserve accounts, and
- (5) review an income and expense statement for the **Association's** operating and reserve accounts.

The Treasurer is authorized to cause any inconsistencies, errors or omissions to be investigated and corrected. The Treasurer shall annually review with the management company, accountant or other advisor, the financial checks and balances in place and/or to be implemented. The Treasurer shall also have such other powers and perform such other duties, including co-signatory powers on accounts, as may be prescribed by the **Board**.

**Section 4.4. Non-Officer/Director(s) at Large.** Any **Director** who is not an Officer shall be called "Director-at-Large" and shall be responsible for attending meetings, reviewing meeting packets and information provided to **Directors** for review; voting on matters before the **Board** unless abstaining, and participating in the leadership, management, and administration of the **Association**. Directors-at-Large may also co-sign checks.

## **ARTICLE V**

### **BOARD MEETINGS**

#### **Section 5.1. Board Meetings.**

**5.1(a) Meeting Defined.** The term "meeting" shall mean any congregation, at the same time and place, of a sufficient number of **Directors** to establish a quorum, to hear, discuss or deliberate upon any item of business that is within the authority of the **Board**. All **Directors**



must be able to hear and talk with each other. The meeting may be at a physical location, conducted **Remotely**, or a combination of the two. (See also **Section 5.6.**)

**5.1(b) Regular Meetings.** Regular meetings of the **Board** shall be held at least quarterly. Regular meetings shall be held on the premises or within a reasonable distance and on the date and time and at a location fixed by the **Board**.

**5.1(c) Annual Report to Owners Meeting.** The **Board** may convene a **Board** meeting to occur simultaneously with an Annual Report to Owners Meeting.

**5.1(d) Special Meetings.** Special meetings of the **Board** shall be held when called by the President of the **Association**, or by any two **Directors**.

**5.1(e) Emergency Meetings.**

**5.1(e)(1) Who Initiates.** An emergency meeting of the **Board** may be called by the President or by any two **Directors** other than the President.

**5.1(e)(2) Circumstances.** The emergency meeting can only be called when there are circumstances that could not have been reasonably foreseen which require immediate attention, require possible action by the **Board**, and which of necessity make it impracticable to provide notice as required by **Article VI**.

**5.1(e)(3) Format.** An emergency meeting may be conducted in the same manner as any other **Board** meeting, including **Remotely**. Electronic transmissions, such as a series of emails, may be used, but only if all **Directors** consent in writing to that action and the consents are filed with the minutes of the meeting.

**5.1(f) Executive Session.**

**5.1(f)(1)** The **Board** may meet in executive session to address personnel matters, formation of contracts with third parties, **Assessment** delinquencies, **Governing Document** violations, matters covered by the attorney/client privilege, or actual or possible litigation.

**5.1(f)(2)** As to **Owner** discipline, the **Board** has general discretion as to whether or not it will meet in executive session. Any disciplinary hearing must, however, be conducted in executive session if requested by the **Owner** charged.

**5.1(f)(3)** The general or special meeting notice may include an executive session notice and general reference to the subject category of the executive session. Additionally, the **Board** may adjourn any regular or special meeting and reconvene in executive session to discuss matters described above, provided the open meeting notice and agenda included notice that the subject would be addressed.

**5.1(f)(4)** The **Board** may also conduct a duly noticed executive session meeting independent of an open **Board** meeting.

**5.1(f)(5)** See also **Section 6.1(b)** regarding notice timing requirements.

**Section 5.2. Notice to Directors.** Notice to a **Director** shall be given at least four (4) days prior to the meeting (2-day notice for Executive Session) and may be delivered by mail, personally, by telephone (including a voice message system), facsimile, or electronic mail or other similar means. The notice shall contain the agenda for the meeting.

**Section 5.3. Quorum Requirements.**

**5.3(a) Quorum Generally.** A majority of sitting **Directors**, but no less than three (3), shall constitute a quorum for the transaction of business. Every act done or decision made by the **Directors** present at a duly held meeting at which a quorum is present shall be regarded as the act of the **Board**. In the event one or more **Directors** leaves the meeting, the remaining **Directors** may continue to transact business, provided that any action taken is approved by the same number of **Directors** as required at the outset of the meeting.

**5.3(b) Quorum If Vacancies.** If a quorum cannot be obtained because of vacancies on the **Board**, the remaining **Director(s)** (one or two) must promptly undertake to appoint additional **Directors** and/or conduct an election of **Director(s)** by the **Owners**. If there are five (5) or more vacancies, the authority of the remaining **Director(s)** to pay obligations is affirmed but limited to budgeted expenses previously approved (including an adopted budget) by a duly constituted **Board** (three (3) or more **Directors**) and to pay for costs incurred in collection of delinquent **Assessments**.

**Section 5.4. Participation by Owners.** With the exception of executive sessions, emergency meetings and meetings conducted in a judicial proceeding or mediation, all scheduled **Board** meetings shall be open to **Owner** or **Qualified Occupant** attendance. **Owners** or **Qualified Occupants** shall be provided an opportunity to address the **Board** in an **Owner** or **Qualified Occupant** forum format. The **Board** has discretion as to (1) when the **Owner** or **Qualified Occupant** forum is scheduled and (2) the duration of an **Owner's** or **Qualified Occupant's** time to speak to the **Board**. The **Board** may, at its discretion, exclude from the **Board** meeting any person not an **Owner** or **Qualified Occupant**.

**Section 5.5. Recording.** No meeting of the **Board** or any Committee may be electronically recorded without the prior consent of the person presiding over the meeting. The authority to make any such recording shall be announced to the participants.

**Section 5.6. Electronic Board Meetings.**

**5.6(a) Board Discretion.** The **Board** has discretion as to whether or not to permit electronic participation (by **Director(s)** and **Owner(s)**) at a **Board** meeting with a physical location.

**5.6(b) Access for Participation.** If the open meeting of **Directors** is all electronic and conducted **Remotely** with no physical meeting location, (a) all **Directors** shall be given the opportunity to participate electronically and (b) **Owners** shall be given an opportunity to attend the meeting **Remotely** and address the **Board** in the **Owner** forum. The **Board** shall include in the notice a physical location where the **Owner(s)** can attend with technology provided by the **Association**. The **Board** may, in its sole discretion, also provide a method, such as the link or "invitation," for **Members** to attend **Remotely**.

**5.6(c) During Declared Emergency.** If there is a Declared Emergency and it is unsafe or not possible to conduct a meeting with a physical location or to provide an access location for **Owners** to use, then **Owners** shall be provided with a means for electronic access, as well as a telephone number and email for a person who can provide technical assistance both before and during the meeting.

**ARTICLE VI**  
**NOTICE TO OWNERS**

**Section 6.1. Notice of Proceedings.**

**6.1(a) Notice of OWNER Meetings.** Written notice of regular and special meetings of the **Owners** shall be given as follows:

**6.1(a)(1) Timing.** Notice for an **Owner** meeting shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting. A meeting called pursuant to petition of the **Owners** shall be set at least 35 but not more than 150 days after receipt by the **Board** of the request, or as otherwise required by law (see Corporations Code §7511(c)). Attendance at a meeting shall constitute a waiver of any defect in the notice, other than content.

**6.1(a)(2) Delivery Methods.** Written notice of a meeting may be given to **Owners** by **Individual Notice**. Notice of an **Owner** meeting shall also be sent to **Qualified Occupant(s)** if **Owner** is a non-occupant.

**6.1(a)(3) Content.** Notice of an **Owner** meeting shall specify the place, day and hour of the meeting. It shall also specify those matters which, at the time the notice is given, are to be presented for action by the **Owners** or **Qualified Occupants** (if any). Notice of a special **Owner** meeting must state the purpose of the special meeting and no other business can be conducted.

**6.1(b) Notice of BOARD Meetings.**

**6.1(b)(1) Timing.** Notice of the time and place of meetings of the **Board** (except emergency meetings) shall be given to **Owners** at least four (4) days prior to the meeting. Notice of executive session meetings shall be given to **Owners** at least two (2) days prior to the meeting. Notice of **Board** meetings shall also be sent to **Qualified Occupant(s)** if **Owner** is a non-occupant.

**6.1(b)(2) Delivery Methods.** Notice of a **Board** meeting may be given by **General Notice**. If the meeting is to be conducted **Remotely**, notice shall be delivered to **Owners** by **Individual Notice**. Any attendance by an **Owner** or **Qualified Occupant** at a meeting shall constitute a waiver of any defect in the notice.

**6.1(b)(3) Content.** The notice shall contain the time and place of the meeting and shall include the agenda for the meeting. If the meeting is to be conducted entirely **Remotely**, notice shall include a physical location where **Owners** can attend with technology provided by the **Association** and the presence of a **Board** designee.

**6.1(c) Notice of Executive Session.** Except for an emergency meeting, **Owners** shall be given notice of the time and place of a meeting that will be held solely in executive session at least two (2) days prior to the meeting. Notice of executive sessions shall also be sent to **Qualified Occupant(s)** if **Owner** is a non-occupant.

**6.1(d) Notice of Disciplinary Hearings.** Prior to taking disciplinary action against an **Owner** or **Qualified Occupant**, the **Association** must provide the **Owner** with due process as set forth in Civil Code §5855 and below. Notice of disciplinary hearings shall also be sent to **Qualified Occupant(s)** if **Owner** is a non-occupant.

**6.1(d)(1) Timing.** The **Association** shall notify an **Owner** at least ten (10) days prior to any meeting at which the **Board** is considering or imposing discipline upon an **Owner** (including the levying of fines).

**6.1(d)(2) Delivery Methods.** Notice of a hearing on a **Governing Document** violation must be in writing and delivered to the **Owner** by personal delivery or **Individual Notice**.

**6.1(d)(3) Content.** Notices from the **Association** shall include, at a minimum, the date and time for the meeting at which the **Board** will consider disciplinary action, a brief description of the action or inaction constituting the alleged violation, and a statement that the **Owner** or **Qualified Occupant** has a right to attend the meeting, may address the **Board**, and may request that the meeting be conducted in Executive Session.

**6.1(e) Notice of Hearing Results.** If the **Board** imposes discipline on an **Owner** or **Qualified Occupant**, the **Association** will provide notice of the outcome of the disciplinary action to the **Owner** and/or **Qualified Occupant** within fifteen (15) days following the action.

Such notice must be delivered to the **Owner** and **Qualified Occupant** by personal delivery or **Individual Notice**.

## **Section 6.2. Informational Notices to Owners.**

### **6.2(a) Assessment-Related Notices.**

**6.2(a)(1)** **Owners** shall be notified of a Special **Assessment** or an increase in Regular **Assessments** not less than 30 nor more than 60 days prior to the increased **Assessment** becoming due. Such notice shall be delivered to **Owners** by **Individual Notice**.

**6.2(a)(2)** For those **Owners** who are delinquent in payment of their **Assessments**, notices (required under Civil Code §5660 and §5675) shall be delivered by both first-class and certified mail. Courtesy reminder notices may be delivered by **Individual Notice**. Additionally, certain notices are required by statute to be personally served (see Civil Code §2924, §5705(d)).

### **6.2(b) Voting and Election-Related Notices.**

#### **6.2(b)(1) Nominations.**

**6.2(b)(1)(i)** At least 90 days before the close of nominations, the **Association** shall provide **Individual Notice** of the number of positions to be filled and the procedure for nominating candidates to run for the **Board**. This notice shall also include a statement that if, by close of nominations, the number of candidates is equal to or less than the number of positions to be filled, the **Board** may vote to seat the candidates by acclamation.

**6.2(b)(1)(ii)** Between seven (7) and thirty (30) days prior to the close of nominations, the **Association** shall provide **Individual Notice**, reiterating each item of information in **Section 6.2(b)(1)(i)** above, as well as a list of the candidate names received to date. If the number of candidates exceeds the number of positions to be elected, the statement of acclamation is not required.

**6.2(b)(2)** **Candidate Confirmations.** Within seven (7) business days of receipt of a nomination, the **Association** shall provide **Individual Notice** to the **Owner** who submitted the nomination, acknowledging receipt. The **Association** shall also provide **Individual Notice** to the nominee confirming candidate eligibility, as well as the procedure for appeal if disqualified.

**6.2(b)(3)** **Voter List.** At least 30 days before ballots are distributed, the **Association** shall permit **Owners** to verify the accuracy of their individual information on the **Voter List**. The **Association** or **Owner** shall report any errors or omissions on the list to the Inspector of Election (unless otherwise specified, in care of the management company) who shall

make the corrections within two business days. If there are any Powers of Attorney or Entity/**Owner** Representatives who will be casting ballots, these must be identified on the **Voter List** and appropriate documentation provided to the **Association** in this time frame.

**6.2(b)(4) Pre-Balloting Information.** At least 30 days before ballots are delivered, the **Association** shall provide **General Notice** of the following:

- The date and time by which ballots are to be returned (by mail or hand delivery) to the Inspectors of Election;
- The address where ballots are to be returned; and
- The list of all candidate names that will appear on the ballot.

**Individual Notice** shall be used for any **Owner** who has requested **Individual Notice**.

Inspectors of Election may coordinate with the **Board** regarding these details.

**6.2(b)(5) Balloting Packages.** Balloting packages (including instructions, secret ballots and two return envelopes) for election or recall of **Directors**, amendments to **Governing Documents**, **Assessment** decisions or grant of exclusive use of **Common Area** shall be delivered to **Owners**, either by personal delivery or first class mail, at least 30 days prior to the meeting at which the votes will be tallied. A copy of the Voting Policy shall be included with the mailing of the ballots, or if the **Association** has a website, the following phrase will be included on the ballot, in at least 12-point font: "The rules governing this election may be found here: [*web address*]".

**6.2(b)(6) Election Results.** Within 15 days of the meeting at which the votes were tallied, the tabulated results of the election shall be delivered to **Owners** by **General Notice**. If the election results are by acclamation, those results shall be noted in the meeting minutes and notice shall be similarly delivered.

**6.2(c) Other Types of Owner Votes.** Voting materials on subject matters other than those listed in **Section 6.2(b)** are not necessarily subject to the same notice and delivery requirements. For those "exempt" subjects, the **Association** may distribute voting information, including ballots, to **Owners** by personal delivery, first class mail, or email (if the **Owner** has consented), and may indicate a reasonable time and method to be returned for tallying, as determined by the **Board**.

**6.2(d) Notices re: Rules and/or Policies.** The following notices may be distributed to **Owners** by **General Notice**:

**6.2(d)(1)** Written notice of a proposed rule change shall be provided to **Owners** at least 28 days before making the rule change. The notice shall include the text of the proposed rule change and a description of the purpose and effect of the proposed rule change.

**6.2(d)(2)** Notice of adoption of a rule change shall be delivered to the **Owners** within 15 days following formal adoption.

**6.2(d)(3)** The **Association** shall annually deliver the policies or procedures related to architectural changes.

**6.2(e) Annual Solicitation of Owner Information.**

**6.2(e)(1)** The **Association** shall annually distribute to the **Owners**, by **Individual Notice**, a form requesting updated contact information, as well as other information related to the separate interest, pursuant to Civil Code §4041. This annual solicitation is to be delivered so that the **Association** can update its records at least 30 days prior to delivery of the Annual Budget Report and Policy Statement.

**6.2(e)(2)** **Owners** shall return the completed form to the **Association** by the requested deadline each year. In the event no form is timely received, the **Association** will use the last address provided in writing by the **Owner** or, if none, the **Owner's Unit** address.

**Section 6.3. Delivery of Documents.**

**6.3(a) Annual Budget Report and Annual Policy Statement.**

**6.3(a)(1) Timing.** The Annual Budget Report and Annual Policy Statement shall be distributed to **Owners** not less than 30 nor more than 90 days prior to the start of the fiscal year.

**6.3(a)(2) Delivery Methods.** Such notice may be given by **Individual Notice**.

**6.3(a)(3) Content.** Both the Annual Budget Report and Annual Policy Statement include a number of required summaries and disclosures (see Civil Code §5300 and §5310, respectively).

**6.3(b) Documents and Information Related to Sale.** The **Association** shall provide a requesting **Owner** with a copy of the **Governing Documents** and such other documents and information as are required by California Civil Code §4525 within 10 days of receipt of the written request. These documents may include alleged or actual **Governing Document** violations as provided for by Civil Code §4525(a)(5).

**6.3(c) Documents in Response to Owner Inspection Request.** If an **Owner** submits a written request to the **Association** for copies of specifically identified records pursuant to Civil Code §5200, which request must state the reason, the **Association** may satisfy the requirement to make the records available for inspection and copying by mailing copies of the records to the **Owner** by first-class mail. The **Owner** is responsible for the costs of copying

and delivery. Different documents have different response times, see specifically Civil Code §5210.

## **ARTICLE VII BOARD AUTHORITY**

**Section 7.1. Generally.** Board authority shall include:

**7.1(a)** Exercise all powers vested in the **Board** under the **Governing Documents** and under the laws of the State of California.

**7.1(b)** Exercise discretion in administration of the **Service Program** and **Contracts for Medical Care**.

**7.1(c)** Contract for management services for the overall administration of the **Property**, including, but not limited to, the comprehensive medical care program, the dining program, recreational program, and garage and **Common Area** maintenance, repair and replacement.

**7.1(d)** Appoint, remove and/or reassign **Association** employees; prescribe any powers and duties for such persons that are consistent with law and the **Governing Documents**; and fix their compensation.

**7.1(e)** Directly or in conjunction with the management/CEO, appoint agents, hire independent contractors and other employees, and utilize the services of attorneys, accountants, engineers, reserve study preparers, and other professionals as it sees fit to assist in the operation of the **Association**, and to fix their duties and to establish their compensation.

**7.1(f)** Enforce applicable provisions of the **Governing Documents** relating to the control, management, and use of the **Condominiums** within Villa Marin Homeowners' Association and the **Common Areas**.

**7.1(g)** Contract for and pay premiums for fire, casualty, liability, director and officer error and omissions, professional liability, earthquake (if any), workers compensation, and other insurance and bonds (including indemnity bonds) that may be required from time to time by the **Association**.

**7.1(h)** Contract and pay for maintenance, landscaping, utilities, materials, supplies, labor, and services that may be required from time to time in relation to the **Common Areas** and other portions or components of Villa Marin Homeowners' Association which the **Association** is obligated to maintain, repair or replace.

**7.1(i)** Pay all taxes, special assessments and other assessments, and charges that are or would become a lien on any portion of the **Common Areas**.



**7.1(j)** Contract and pay for construction or reconstruction of any portion or portions of **Common Area** or other areas that have been damaged or destroyed and that are to be rebuilt by the **Association**.

**7.1(k)** Delegate its duties and powers to the Officers of the **Association** or to committees established by the **Board**, or to one or more **Directors**, subject to the limitations expressed in **Article VIII** entitled *Committees*.

**7.1(l)** Levy and collect **Assessments** from the **Owners**.

**7.1(m)** Perform all acts required of the **Board** and/or appropriate under the **Governing Documents**.

**7.1(n)** Prepare budgets and maintain a full set of books and records showing the financial condition of the **Association** in a manner consistent with the **Davis-Stirling Act** and generally accepted accounting principles, and prepare an annual financial report for the **Owners**.

**7.1(o)** Perform regular review of **Association** finances, both operating and reserve, including revenues and expenses compared to budget, bank statements, check registers, general ledger and delinquent **Assessment** receivable reports. Such reviews shall be conducted on a monthly basis. The full **Board**, or a subcommittee consisting of the Treasurer and one other **Director** may perform such monthly financial reviews outside of a meeting, so long as the review is ratified at the next **Board** meeting and so reflected in the minutes.

**7.1(p)** Appoint one or three Inspectors of Election pursuant to the **Association's Bylaws** and Voting and Election Procedures Policy.

**7.1(q)** Appoint such committees as it deems appropriate from time to time in connection with the business of the **Association**.

**7.1(r)** Fill vacancies on the **Board** or in any committee, except a vacancy created by the removal of a **Director** by the **Owners**.

**7.1(s)** Open bank accounts on behalf of the **Association** and designate the signatories to such bank accounts with assistance of administrative staff.

**7.1(t)** Bring and defend actions in the best interests of the **Owners** and/or the **Association**.

**7.1(u)** Enter **Units** and **Exclusive Use Common Area** as necessary, subject to the notice requirements of the **Declaration**, in connection with construction, maintenance, or emergency repairs for the benefit of the **Common Areas** or the **Owners** in common.

**7.1(v)** Negotiate, settle and/or otherwise dispose of disputes and litigation.

**7.1(w)** Delegate limited or shared control of an operating account to the management company/CEO so long as the **Board** is satisfied that sufficient safeguards are in place.

**7.1(x)** In the event of a natural disaster or declared public health-related emergency, the **Association** may, in conjunction with its **Assessment** powers as provided in the **Declaration** at **Article IV**, seek governmental assistance (such as from the Federal Emergency Management Agency or the Small Business Administration).

**7.1(y)** After a catastrophic event, at the full discretion of the **Board**, the **Association** may (a) take steps to mitigate further damage to **Common Area** and **Unit** area, and (b) recover costs as provided for in **CC&R Article IX "Insurance"** and/or **CC&R Section 4.7 "Reimbursement Assessment."**

**7.1(z)** Act as spokesperson representing **Owners** on matters related to local, State and Federal governments on quality of life matters and other matters affecting **Owners**. This includes mitigation, reconstruction, habitability restoration, health and welfare of occupants.

**7.1(aa)** Borrow money, including granting a security interest in the **Association's** personal property, including Reserve and Operating funds and **Assessment** stream (without encumbering any **Association Common Area**).

**7.1(bb)** Adopt, revise and update rules and policies regarding voting, **Owner** access to records, **Assessment** collection and any other matter as may be required by law or otherwise related to the operation of the **Association**.

**7.1(cc)** Use discretion in addressing complaints about smoking and may refer complaints to the appropriate governmental authority or other entity.

**7.1(dd)** Recommend and/or facilitate the use of Alternative Dispute Resolution between individual **Owners** or **Qualified Occupants** when there is a dispute arising out of or related to the **Governing Documents** or neighbor relations generally. The **Board** may also utilize or facilitate the use of Small Claims Court where appropriate.

**7.1(ee)** Upgrade or add systems and facilities to benefit from new technology.

**7.1(ff)** Grant easements on, over, under, across and through **Common Area** for public utility and other purposes consistent with the provisions of the **Declaration** and the use of the **Property** as a Condominium Project.

**7.1(gg)** Contract and pay as an **Association** for electric vehicle charging station hardware and service, including cost apportionment among any users.

**7.1(hh)** Pursuant to Civil Code §4600(b), grant to individual **Owners** exclusive use of **Common Area** for installation of an Electric Vehicle Charging Station (see Civil Code

§4600(b)(3)(H) and §4600(b)(3)(I), and/or for installation of a solar energy system at a location approved by the **Association**) (see Civil Code §4600(b)(3)(J)).

7.1(ii) Review and approve or disapprove applications for ownership.

**Section 7.2. Common Facilities and Programs.** The **Board** shall establish, maintain, operate and control all of the common facilities and programs of the **Property**, including but not limited to the following:

7.2(a) a comprehensive health-care program, including Personal Assistance, Skilled Nursing and outpatient facilities, as well as provision of transportation for off-site medical care, as is necessary;

7.2(b) a dining program;

7.2(c) a garage;

7.2(d) recreational and therapeutic programs and facilities, including game and card rooms, library, swimming pool, gymnasium and auditorium.

The **Board** shall determine the amounts, if any, to be charged for said facilities and programs, and staffing requirements, and shall employ qualified personnel to operate and maintain such facilities and programs. The **Board** may enter into contracts with operators, and such other administrators and service providers as are necessary for the efficient, orderly and fiscally sound operation of such facilities and programs.

**Section 7.3. Board Discretion.** The **Association** acts by and through the **Board of Directors** unless the decisions on a particular subject have been assigned to the **Owners** by the **Governing Documents** or by statute. The **Board** may conduct "straw votes" to determine **Owner** and/or **Qualified Occupants** preferences or support. In other instances, the **Board** may structure a decision as a funding question to be voted on by **Owners**.

**Section 7.4. Association Finances.** In addition to the terms of the **Bylaws** and the **Declaration**, the **Association** is governed by the **Davis-Stirling Act** including provisions related to financial documents, operating and reserve accounts and regular and special **Assessments**. Because the legislature periodically amends and may restate the **Davis-Stirling Act**, the **Directors** may annually consult with professionals servicing the **Association** as to any changes in financial procedures and reporting that may be required by new or revised sections and shall conform the **Association's** practices accordingly.

**Section 7.5. Limitations on Power of Board.** In addition to approval of the **Board**, certain actions must also have the affirmative vote of a majority of a quorum of **Owners** (participation of at least 113 **Owners** and approval by at least a majority of those participating). These include:

**7.5(a)** Pledge, deed in trust or otherwise encumber any or all of the **Association's** real property as security for money borrowed or debts incurred.

**7.5(b)** Enter into a contract with a third party for the furnishing of goods or services to the **Common Area** or the **Association** for a term longer than one (1) year. This restriction shall not apply to:

**7.5(b)(1)** public utility contracts in which the rates charged for materials or services are regulated by the Public Utilities Commission, provided that the term of the contract may not exceed the shortest term for which the supplier will contract at the regulated rate;

**7.5(b)(2)** casualty or liability insurance policies not to exceed three years' duration, provided that the policies provide for short-rate cancellation by the insured;

**7.5(b)(3)** agreements for communications easements, services, equipment and/or access (such as television, internet, voice over internet, cable or satellite dish, including basic access agreements) not to exceed five (5) years in duration;

**7.5(b)(4)** agreements for purchase, lease, or service of security systems, alarm safety systems, solar, vehicle charging stations, elevators, kitchen equipment, laundry machines and/or office equipment, of not more than five (5) years in duration or up to seven (7) years if the **Board** is unanimous, provided that the lessor under the agreement is not an entity in which any **Director(s)** have a direct or indirect ownership interest of ten percent (10%);

**7.5(b)(5)** management contracts subject to cancellation by the **Association** upon not more than one(1) year's notice;

**7.5(b)(6)** reconstruction project contracts that may span more than one (1) construction season; or

**7.5(b)(7)** agreements that may be terminated without cause upon sixty (60) days' notice or less.

#### **Section 7.6. Inspection of Books and Records.**

**7.6(a) Owner Access to Records.** **Owners** may review many of the **Association's** records by submitting a written request, which must include the reason for reviewing the records. The **Board** may adopt and require the use of a written request form. The **Owner** is responsible for all costs incurred related to the request and production; a deposit may be required in advance.

**7.6(b) Adoption of Reasonable Inspection Rules.** The **Board** may establish reasonable rules which may include provisions regarding notice of inspection, hours and days of the week when inspection may be made, location of the documents to be inspected, and payment of the

costs incurred including reproducing and/or redacting copies of documents requested by the **Owner**.

**7.6(c) Documents Available for Inspection.**

**7.6(c)(1) Accounting Books and Records.** The following **Association** records shall be available for inspection and copying by any **Owner**, or his or her duly appointed representative, during reasonable business hours: any financial document required to be provided to an **Owner** in Civil Code §5300; any financial document or statement required to be provided in Civil Code §4525; interim unaudited financial statements, periodic or as compiled containing any of the following: balance sheet, income and expense statement, budget comparison, general ledger; executed contracts not otherwise privileged under law; written **Board** approval of vendor or contractor proposals or invoices; state and federal tax returns; reserve account balances and records of payments made from reserve accounts; agendas and minutes of meetings of the **Owners**, the **Board** and any committees appointed by the **Board**, excluding, however, agendas, minutes, and other information from executive sessions of the **Board** as described in Civil Code §5200; check registers; **Election Materials**; enhanced **Association** records (meaning invoices, receipts and canceled checks for payments made by the **Association**, purchase orders approved by the **Association**, statements for services rendered, and reimbursement requests submitted to the **Association**, provided that the person submitting the reimbursement request shall be solely responsible for removing all personal identification information from the request). The **Association** is not required to sort through content, extract or summarize documents or information as part of a response to an **Owner's** records request.

**7.6(c)(2) Membership and Voter Lists.** Membership lists, including name, property address, and mailing address and email address, shall also be made available for inspection by any **Owner**, or his or her duly appointed representative. The **Voter List** shall include each **Owner's** name and voting power, the physical address of the voter's separate interest, the mailing address for the ballot if different from the physical address, and identification of Powers of Attorney or Entity/**Owner** Representatives (if any). Note that the **Owners** may request that their information not be shared. The **Association** may require statement of a proper purpose before providing any information.

**7.6(d) Timing of Association Response.** Access to or copies of **Association** records shall be provided in accordance with the time frames designated by the **Davis-Stirling Act** (see Civil Code §5210).

**7.6(e) Director Inspection Rights.** Every **Director** shall have a right at any reasonable time to inspect all books, records, documents, and minutes of the **Association** and the physical properties owned or controlled by the **Association**. The right of inspection by a **Director** includes the right to make extracts and copies of documents. This right does not include all records of disciplinary or adversarial actions involving alleged or actual actions by the requesting **Director**. The **Board** may adopt reasonable restrictions on review of ballots

or other records in order to preserve **Owner** expectations of confidentiality or if a **Director** maintains a legal action adverse to the **Association**.

**Section 7.7. Rules.** The **Board** shall have the power, pursuant to the provisions in the **Davis-Stirling Act**, to adopt and establish rules and policies consistent with the **Declaration**, governing the use of the **Property** and the conduct of the **Owners** and their guests, **Renters**, **Lessees**, or others on the premises. In the event of an omission, ambiguity or conflict in the provisions of the **Articles**, **Bylaws** and/or **CC&Rs**, the **Board** may adopt a policy to address any such irregularity.

## **ARTICLE VIII** **COMMITTEES**

**Section 8.1. Generally.** The **Board** may appoint committees as deemed appropriate in carrying out its purposes. Committee members must be appointed or approved by the **Board**. All committees with decision-making authority shall keep written minutes of their proceedings, report their proceedings to the **Board** and file their minutes with the Secretary. No committee shall have the power to:

8.1(a) take any final action on any matter that requires the approval of the **Board** and/or **Owners**,

8.1(b) fill vacancies on the **Board** or any committee,

8.1(c) amend or repeal **Bylaws** or adopt new **Bylaws**,

8.1(d) amend or repeal any resolution of the **Board**, or

8.1(e) appoint committees of the **Board** or **Owners**.

**Section 8.2. Board Subcommittee.** The **Board** may appoint a subcommittee consisting of the Treasurer and at least one additional **Board** member to perform monthly reviews of the check register, monthly general ledger and delinquent **Assessment** receivable reports. The Subcommittee shall make its report to the full **Board** at the subsequent duly noticed **Board** meeting and the action shall be ratified and reflected in the minutes.

## **ARTICLE IX** **DEFENSE AND INDEMNIFICATION**

**Section 9.1. Owner Responsibility.** Each **Owner** and **Owner's Qualified Occupant** shall be liable to the **Association** for any costs incurred generally due to **Governing Document** violations and/or any damage to the **Common Areas** or areas which the **Association** must maintain, repair or replace caused (directly or indirectly) by the **Owner** and **Owner's Qualified Occupant** or his or her family, pets, guests, invitees, **Renters** or **Lessees**, the guests or invitees of any occupant (including but not limited to inadvertence, failure to act, active or passive

negligence or willful misconduct or otherwise). Such responsibility shall include related costs generally that are incurred by the **Association**. Each **Owner** and **Owner's Qualified Occupant** shall protect, defend, hold harmless and indemnify the **Association** and **Directors** from any third-party claim arising out of such conduct and damage.

**Section 9.2. Indemnification by Association of Directors, Officers and Committee Members.** The **Association** shall, to the fullest extent permitted by law, protect, defend and indemnify its past or present **Directors**, Officers and Committee members from potential liability for their activity while acting in good faith and engaged in **Association** business. Such protection may include that provided for in (a) the **Association's** insurance, including the liability insurance in the case of damage to person or property, and/or (b) the Corporations Code, specifically §7237. In the event that any claim of indemnification is made to the **Association** by such individual, the **Association** shall, in a timely way, tender the claim to its broker and/or insurance carriers. To the extent that the individual seeking indemnification has exposure to any uninsured loss, the **Association** shall also submit the matter to its counsel for a legal opinion as to **Association** obligations.

**Section 9.3. Advancement of Expenses.** To the fullest extent permitted by law, the **Association** shall, consistent with Corporations Code §7237(f), advance all costs of defense of an Officer, **Director** or Committee Member, if such costs of defense are not being provided by insurance.

**Section 9.4. Insurance.** The **Association** shall acquire and maintain Directors and Officers Liability Insurance. It should be noted that this is separate and distinct from general liability insurance which covers damage to persons and property.

**Section 9.5. Limitations on Personal Liability of Individual Directors/Officers.**

**9.5(a)** No action shall be brought against an individual **Director** or Officer unless expressly permitted by the provisions of Civil Code §5800.

**9.5(b)** No suit or action against a **Director** or Officer or other volunteer of the **Association** personally shall be sustainable in any court unless commenced within the earliest of twelve (12) months of the date claimant knew or should have known of alleged misconduct and/or the inception of damage or injury.

**ARTICLE X**  
**TAX-EXEMPT STATUS**

**Section 10.1. Tax-Exempt Status.** The **Board** and **Owners** shall conduct the business of the **Association** in such manner that the **Association** may, as far as possible, qualify and be considered an organization exempt from Federal and State income taxes pursuant to provisions that deal with membership organizations as set forth in the Internal Revenue Code and the California Revenue and Taxation Code.

**Section 10.2. Filing.** The **Board** shall cause to be timely filed any annual election for tax-exempt status as may be required under federal or state law, if the **Board** in its sole discretion determines such election is in the best interest of the **Association**. In the event of such determination, the **Board** shall undertake to cause the **Association** to comply with the statutes, rules and regulations adopted by federal and state agencies pertaining to such exemptions.

## **ARTICLE XI** **MISCELLANEOUS**

**Section 11.1. Amendment of Bylaws.** These **Bylaws** may be revised (including replacement) by approval of a majority of the **Board** and by the affirmative vote of a majority of a quorum of **Owners**. A quorum is more than fifty percent (50+%) of the **Voting Power**. (Based on 224 **Units**, this requires the participation of at least 113 **Units**, and the approval by a majority of those participating in the vote.) The Secretary of the **Association** shall certify adoption of any duly approved amendment to the **Bylaws** and a copy of said certificate (or signed minutes) and the amendment shall be included in the **Association's** corporate records and sent to the **Owners**.

**Section 11.2. Document Hierarchy.** To the extent of any conflict between the **Governing Documents** and the law, the law shall prevail. To the extent of any conflict between the **Articles** and the **Declaration**, the **Declaration** shall prevail. To the extent of any conflict between the **Bylaws** and the **Articles** or **Declaration**, the **Articles** or **Declaration** shall prevail. To the extent of any conflict between the operating rules and the **Bylaws**, **Articles** or **Declaration**, the **Bylaws**, **Articles** or **Declaration** shall prevail.

**Section 11.3. Fiscal Year.** The fiscal year of the **Association** shall be November 1 through October 31, unless otherwise determined by the **Board**.

**Section 11.4. Employee Communications by Owners or Other Occupants.** No person shall confront, criticize, or intimidate any employee, agent or vendor of the **Association**. Communications related to problems shall be in writing to the **Board** or manager. If there is a pattern of inappropriate communications to the **Board**, employees, agents or vendors, the **Board** may limit the type and timing of communications and/or take other appropriate measures.

### **Section 11.5. Davis-Stirling Act, Corporations Code, and CC&R Updates.**

**11.5(a) Correction of Numbering.** If the **Governing Documents** include a reference to a provision of the **Davis-Stirling Act** that has been changed or added, the **Board** may amend the **Governing Documents**, solely to correct the cross-reference, by adopting a **Board** resolution that shows the correction. **Owner** approval is not required in order to adopt a resolution pursuant to this authority.

**11.5(b) Updating of Preempted Content or Other Statutory Reference in Bylaws.** In addition to the authority in **Section 11.5(a)**, the **Board** shall have authority to update these



**Bylaws** if or when changes in any statutory law or **CC&R** revisions preempt content set forth in these **Bylaws**. Unless provided for in **Section 11.5(a)**, before the **Board** can approve such an update, the **Board** must have confirmation from counsel of the nature of the statutory preemption and must provide **Owners** with at least thirty (30) day notice of the proposed change. The **Board** may then approve revision of these **Bylaws** to conform to change(s) in the law.

**11.5(c) CC&R Contingency.** In the event restated **CC&Rs** are not enacted within a reasonable time, the **Board** shall have the authority to minimize any cross-references, update relevant sections, and add definitions in order to make these **Bylaws** either independent of or consistent with the operative **CC&Rs**. The **Board** must provide **Owners** with at least thirty (30) day notice of the proposed changes, including deletion of this **subparagraph 11.5(c)**. The **Board** may then approve revision of these **Bylaws** to de-link them from or conform them to the **CC&Rs**.

**Section 11.6. Defined Terms.** In addition to those terms defined in the **CC&Rs**, the following terms used in the **Governing Documents** shall have the following meanings:

**11.6(a) "Election Materials"** means and includes returned ballots, signed voter envelopes, the **Voter List** of names, parcel numbers, and voters to whom ballots were to be sent, Inspector of Election Worksheet, and the candidate registration list.

**11.6(b) "General Notice"** means delivery of documents and/or information to an **Owner** by **Individual Notice**, inclusion in a billing statement or newsletter, or posting the printed document on the **Association's** website and/or in a prominent place at the **Property** designated for such notices.

**11.6(c) "Individual Notice"** means transmittal of notices, documents, or other communications to an **Owner** via first class mail, or via email, facsimile, or other electronic means, provided that the **Owner** has agreed in writing or by email to that method of delivery. The **Owner** shall be responsible for maintaining his or her current addresses - mail and email (if applicable) - with the **Association**. The **Association** may, but shall not be required to, provide an undelivered communication by some other means. If a document is delivered by mail, delivery is deemed to be complete on deposit into the United States mail. If a document is delivered by electronic means, delivery is complete at the time of transmission. If a document or information is required to be "in writing", then the information provided must be in an electronic record capable of retention by the receiving **Owner** (i.e., able to be printed and/or stored).

**11.6(d) "Remotely"** refers to video and/or audio technology that has the capability for a person to speak and be heard, and may include, for example, telephone conference calls or internet video meetings.

**11.6(e) "Voter List"** means the list of membership information generated by the **Association**, and verified by the **Owners** prior to each election, which includes the following information: **Owner's** name and voting power, physical address of the voter's separate interest, the mailing address for the ballot if different from the physical address, and identification of Powers of Attorney.

**11.6(f) "Voting Power"** means the ballots that can be cast by all 224 **Condominiums**.

#### SECRETARY'S CERTIFICATION

As Secretary of the corporation known as Villa Marin Homeowners' Association, I hereby certify that the foregoing restated **Bylaws** consisting of 29 pages (excluding the Table of Contents), were duly adopted by the **Owners** on the 11<sup>th</sup> day of October, 2022 and that they are now the official **Bylaws**.

J. Williams  
By: J. Williams  
Secretary of Villa Marin Homeowners' Association

## Director and Manager Reference Sheet

### (Not Formally Part of the Bylaws)

|                                                                                                                           |                                                                         |                                                                             |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Number of Owners                                                                                                          | 224                                                                     |                                                                             |
| OWNER VOTING ISSUES                                                                                                       | APPROVAL REQUIREMENT / QUORUM*                                          |                                                                             |
| ANNUALLY:                                                                                                                 |                                                                         |                                                                             |
| Election of Directors                    | Quorum = ballots received<br>Threshold Quorum not applicable            | Bylaws, <a href="#">Section 3.3(b)(1)</a>                                   |
| IRS Resolution Approval                                                                                                   | Majority of Quorum<br>Quorum = votes received                           | Bylaws, <a href="#">Section 3.3(b)(3)</a>                                   |
| AMENDMENTS:                                                                                                               |                                                                         |                                                                             |
| Amendment of CC&Rs                       | Majority of Owners (113 votes)<br>Threshold Quorum not applicable       | CC&Rs, <a href="#">Section 15.4</a>                                         |
| Amendment of Bylaws                      | Majority of a General Quorum<br>Quorum = more than 50%                  | Bylaws, <a href="#">Section 11.1</a>                                        |
| Amendment of Articles                    | Majority of a General Quorum<br>Quorum = more than 50%                  | Articles, <a href="#">Article VII</a>                                       |
| OTHER:                                                                                                                    |                                                                         |                                                                             |
| Assessment Approval                    | Majority of a General Quorum<br>Quorum = more than 50%                  | CC&Rs, <a href="#">Section 4.8(b)</a><br>& Civil Code <a href="#">§5605</a> |
| Conveyance of Common Area Interest                                                                                        | Majority of Owners (113 votes)<br>Threshold Quorum not applicable       | CC&Rs, <a href="#">Section 2.5</a>                                          |
| Grant of Exclusive Use of Common Area  | 20% of Owners (45 votes)<br>Threshold Quorum not applicable             | CC&Rs, <a href="#">Section 2.9</a>                                          |
| Limitations on Powers of the Board                                                                                        | Majority of a General Quorum<br>Quorum = more than 50%                  | Bylaws, <a href="#">Section 7.5</a>                                         |
| Owner Reversal of Rule Change          | Majority of voting power (113 votes)<br>Threshold Quorum not applicable | Bylaws, <a href="#">Section 3.3(b)(4)</a>                                   |
| Recall of Director(s)                                                                                                     | Majority of a General Quorum<br>Quorum = more than 50%                  | Bylaws, <a href="#">Section 4.2(i)(3)</a>                                   |
| *General Quorum Requirement<br>(if not otherwise specified)                                                               | Requires participation of more than 50% of the voting power (113 votes) | Bylaws, <a href="#">Section 3.3(b)(5)</a>                                   |



= Requires Double Secret Envelope Voting