

AMENDED BYLAWS
OF
BOLLINGER HILLS
HOMEOWNER ASSOCIATION
*(FORMERLY TWIN CREEKS HILLS VIEW
HOMES ASSOCIATION)*

ARTICLE I
NAME AND LOCATION

The name of the corporation is **BOLLINGER HILLS HOMEOWNER ASSOCIATION** hereinafter referred to as the “Association.” The principal office of the Association shall be located within Contra Costa County, California, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. The definitions contained in the Restated Declaration are incorporated by reference herein.

Section 2. “Restated Declaration” shall mean and refer to all Declarations of Covenants, Conditions, and Restrictions of the **BOLLINGER HILLS HOMEOWNER ASSOCIATION** approved concurrently with these Bylaws and any later Restated Declaration duly approved.

ARTICLE III
MEMBERSHIP VOTING AND MEETING OF MEMBERS

A. MEMBERSHIP AND VOTING

Section 1. Membership. Every person or entity who is a record Owner of a Lot including contract purchasers (those purchasing a Lot by installment contract rather than through deed of trust), shall be a member of the Association. Proof of Membership is satisfied by evidence of an official document of transfer (such as a grant deed or copy of installment contract) provided to the Association. Such documentation may be required prior to exercise of Membership rights. Membership may not be separated from ownership of any Lot. Membership for any particular Owner continues until his or her ownership terminates.

Section 2. Voting of Members. Members are those Owners defined above. Members shall be entitled to one (1) vote per Lot owned. Cumulative voting may not be used.

Section 3. Voting of Members When More Than One Owner. When more than one (1) person holds title to a Lot, all such persons collectively shall be the member for that Lot. The vote shall be exercised as the Owners among themselves decide, but in no event shall more than one (1) vote be cast with respect to any Lot. The Association is entitled to presume that any ballot tendered by one or more Owners of a Lot was the result of agreement by all other Owners. If conflicting ballots are cast by Owners of a Lot, none will be counted.

Section 4. Suspension of Member's Rights. Members are subject to suspension of rights including voting and use of the Common Area facilities when their assessment payments fall delinquent or when a violation of these Amended Bylaws, the Restated Declaration or the rules and regulations of the Association occurs by the member or their guests, tenants, lessees or other persons invited by Owners to the premises. Please refer to Article XI for the fair hearing procedures relating to suspension of Membership and other remedies.

B. MEETING OF MEMBERS AND NOTICE

Section 1. Annual Meetings. Annual meetings of the Members shall be held each year in the month of June, at the time and place specified in the Notice provided under Section 3 below. The annual meeting of the members shall not be held on a legal holiday. Meetings of Association Members shall be held within the subdivision or at a meeting place as close thereto as possible. Unless unusual conditions exist, Member's meetings shall not be held outside of Contra Costa County. Items of business to be considered at the annual meeting shall include only those listed on the meeting notice or agenda sent out as required in Section 3 below.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon presentation of a valid written petition signed by five percent (5%) of the Members for any lawful purpose, pursuant to California Corporations Code §7511(c). No action may be taken at a special meeting unless it falls within the purpose stated on the meeting notice.

Section 3. Notice of Meetings. Written notice of the annual or any special meeting of the Members shall be given not less than ten (10) days nor more than sixty (60) days before such meeting. Notice may be given by personal delivery or first-class mail to the Owner's last known address. The notice shall specify the place, day and hour of such meeting. The purpose of the meeting must be stated on notice of any special meeting.

Section 4. Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the Membership shall constitute a quorum for any action unless a specific different quorum is stated in any section of the Articles of Incorporation, the Restated Declaration, these Amended Bylaws or by California law. If, however, such quorum shall not be present or represented at any meeting, the Board shall have power to adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days, without notice other than announcement at the meeting until a quorum of at least 135 Members (25% of the total Membership) shall be present or represented. When a quorum is present, a majority of the voting Members in attendance (in person or by proxy) shall decide questions brought before the Membership unless a different percentage of

approving votes is required for the specific act under these Amended Bylaws, the Restated Declaration, the Articles of Incorporation or California law. In those cases, the more specific requirement shall control.

Section 5. Proxies. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her lot. No proxy shall be valid after eleven (11) months from the date of execution unless proxy specifies a later date, which in no event shall exceed three (3) years.

Section 6. Conduct of Meetings. All Membership meetings shall be conducted in a manner consistent with any generally accepted method of parliamentary procedure.

Section 7. Action by Written Ballot. Any action which may be taken at a regular or special meeting of Members may likewise be by written ballot with proper procedures under Civil Code Section 7513.

Section 8. Secret Ballots. Voting by the Members for the Board of Directors shall be by secret ballot. "Secret Ballot" means that reasonable steps will be taken to assure ballots are carefully collected and protected by the Association from inspection by members.

ARTICLE IV **BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by Board with a minimum of five (5) and a maximum of seven (7) Directors, who must be Members of the Association. The number of Directors shall be five (5) unless officially changed by Resolution of the Board.

Section 2. Term of Office. Each Director shall serve a term of two (2) years. All Directors shall hold office until their respective successors are elected unless they are removed, they resign or become incapacitated and/or unable to serve. Three (3) directors shall be elected in odd years and two (2) in even years, unless the Board is increased to seven in which case the staggered terms will be four (4) directors elected in odd years and three (3) in even years.

Section 3. Nominations for Director Positions. A Nominating Committee of three (3) or more Members may be used as selected by the Board of Directors, or the Board may simply solicit the names of willing volunteers. The Committee shall have a Chairman, who shall be a member of the Board of Directors. The Nominating Committee shall be appointed prior to each annual meeting of the members to serve from a date chosen by the Board prior to each annual meeting until the close of the annual meeting. All qualified candidates wishing to run for election to the Board shall be given the opportunity to get their name on the ballot.

In addition, nominations for election to the Board of Directors may be made from the floor at the Annual Meeting.

Section 4. Election. The persons receiving the largest number of votes where a quorum is represented shall be elected to the vacant seats on the Board. Cumulative voting is not allowed.

Section 5. Removal. The entire Board of Directors, or any individual Director, shall be removed when his or her removal is approved by a majority of a quorum of the Members of the Association. However, there must be a duly constituted and legal meeting or a legally sufficient written ballot process to remove the Board. Request for same must be made to the Board before any other process can be considered legally valid. Any vacancy created by removal shall be filled by election of the new Director(s) by the Members.

Section 6. Vacancy. If any Director misses three (3) or more consecutive Board meetings which have officially been convened, or if said Director fails to pay assessments in a timely manner or is found to be in violation of the governing documents or rules of the Association, the remaining Board Members may declare the position of that Director vacant, by majority vote. The remaining Directors may then choose a successor by election among them to serve out the unexpired term of any Director whose position is vacated hereunder.

Section 7. Resignation or Death of a Director. Any Director may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective. In the event of resignation or death of a Director, the remaining Directors may then choose a successor by election among them to serve out the unexpired term of any Director whose position is vacated hereunder.

Section 8. Incompetency/Court Order If a Director is declared incompetent to serve by a court order, that Director's seat shall be declared vacant and the remaining Directors may then choose a successor by election among them to serve out the unexpired term of any Director whose position is vacated hereunder.

Section 9. Compensation. No Director shall receive any salary or compensation or remuneration of any kind from the Association or vendors for services as an Officer or Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties, which have been approved by the Board of Directors. If and to the extent the Board approves of any compensated position within the Association for a person serving on the Board, there shall be full disclosure to the membership of the arrangement and a contract specifying duties and compensation to be paid.

ARTICLE V **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors are to be held monthly or as often as necessary to conduct business but in no event less than quarterly. Meetings shall be held within the subdivision or as close to as possible to it, at such place and hour as may be fixed by the Board. No meeting shall be held on a legal holiday. Notice shall be given to each Director, by mail, personally or by telephone, or by email (if requested) at least four (4) days prior to the meeting. Association Members must also have at least four (4) days notice of regular Board meetings, either by annual mailing, posting in a prominent place in the Common Area, by publication in the official Association newsletter or by individual notices.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, the Vice President in the President's absence, or by any two (2) Directors, with at least four (4) days notice to each Director (except for emergency meetings in which case less notice would be acceptable) by telephone, telegraph, personal contact or by first-class mail. The notice shall specify the nature of the business and purpose of the special meeting. Members are also entitled to at least four (4) days notice of special Board meetings as specified above (except for emergency meetings or executive session meetings, in which case no notice is required).

Section 3. Telephone Meetings and Electronic Meetings. Directors may participate in a Regular or Special Board meeting through the use of a speaker conference telephone, a video conferencing set up, or similar communication or electronic equipment as long as all Directors participating in such meeting can hear and communicate with one another and homeowners can participate equally as they would be otherwise allowed in face to face meetings. A Director who participates in a meeting by such telephone arrangement shall be deemed personally present at the meeting.

Section 4. Quorum. A majority of the number of Directors as set by these Amended Bylaws shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 5. Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting or may waive notice by written approval of the Minutes or written consent, and such waiver shall be deemed equivalent to the receiving of any meeting notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him/her.

Section 6. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Notice of Action. Notice of action to be taken by the Board pursuant to a telephone meeting or by unanimous written consent shall be filed with the minutes of the next meeting of the Board.

Section 8. Meetings Open to Members. All regular and special meetings of the Directors shall be open to all Members of the Association except those meetings entitled to executive session. Members who are not Directors may not participate in any deliberation or discussion of business of the Association unless expressly authorized by the Board. The Board shall allow homeowners to speak at meetings, during a "forum" period set by the Board, or otherwise as prescribed or agreed by the Board.

Section 9. Executive Session. The Board may, by Presidential directive, or with approval of at least two of the Directors, adjourn a regular meeting and reconvene in executive session (excluding Members) or call an executive session without a regular meeting to discuss and vote upon personnel matters, negotiation of contracts (including bid review and evaluation of services) threatened or

pending litigation, matters within the attorney/client privilege, and disciplinary hearings (including collection of delinquent accounts) when requested by the Owner. The general nature of the business to be considered in executive session shall first be announced in open session, if there is an open meeting preceding the executive session.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Except for actions specifically reserved to the Membership by the governing documents and/or California law, the Board of Directors shall have power to:

- (a) Adopt and publish rules, regulations, policies and standards consistent with the Restated Declaration relating to use of the Common Area facilities and Lots and to establish reasonable penalties or fines on an occurrence or on a continuing basis for a continuing violations. Rules, regulations, policy standards, and penalties as established by the Board shall become binding on all Lot Owners;
- (b) Suspend the voting rights and right to the use of any of the common facilities of any member or member's lessee(s) or family during any period in which such member is in default in the payment of any assessment levied by the Association or Notice and a fair hearing for any infractions of published rules and regulations (as required in these Amended Bylaws) must be provided;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Amended Bylaws, the Articles of Incorporation, or the Restated Declaration;
- (d) Conduct, manage and control the affairs and business of the Association;
- (e) Contract for casualty, liability, Directors liability, or other insurance;
- (f) Obtain all water, gas, electricity, garbage collection, and other items, good or services as needed for the maintenance, support and operations of the Common Areas, subject, however, to the limitations on duration of contacts and majority approval set forth under Paragraph (o) of this Section;
- (g) Select all officers, agents, a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and supervise their activities where warranted, no contract for which is to exceed a one year term, except as provided below;
- (h) Enter the front yard area of any Lot, and any Common Area, whenever such entry is reasonably necessary in connection with the performance of any maintenance or construction for which the Board is responsible or to cure any owner's violation of the governing documents that the owner refuses to cure (such as a front yard that is weed infested and is hazardous or dangerous to the neighbors). Such entry shall be made with as little inconvenience to a Lot Owner as practicable

and, unless an emergency exists, every reasonable effort will be made to notify the Lot Owner at least twenty-four (24) hours prior to said entry. No such entry shall constitute a trespass by the party making such entry;

- (i) Levy, collect and enforce assessments as provided in the Restated Declaration, and by California law;
- (j) Sue members, in the name of the Association, to collect delinquent assessments and to enforce violations of the governing documents of the Association and to sue others for claims made on the Association's behalf;
- (k) Borrow money if necessary for the purpose of improving and/or maintaining the Common Areas; however, a majority of the members must approve any borrowing that requires a mortgage on Common Area facilities or a lien on assessments or if the borrowing is for a new capital improvement to be constructed which costs in excess of five percent (5%) of the budgeted gross operating expenses for the fiscal year in which the improvement is to be constructed;
- (l) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;
- (m) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any merger, consolidation, or such annexation shall have the assent by vote of a majority of members;
- (n) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (o) Authorize Officers or agents to enter into any contract or execute any instrument in the name of and on behalf of the Association and designate a manager or managers for the Association, if deemed to be in the best interests of the Association.

Limitations on Contracts. No contract made by the Board shall exceed a term of three (3) years and any contract for a period of more than one (1) year shall be made only with the approval of a majority of the Members with the following exceptions:

- (1) A management contract that has reasonable ability to terminate with or without cause in thirty (30) days or less by written notice;
- (2) A contract for a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however,

that term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

- (3) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided the policy has a short-rate cancellation by the insured.
 - (4) Services contracts for telecommunications, cable services, telephone, internet and television services.
 - (5) A maintenance contract for Common Area property jointly owned with other homeowner associations.
- (p) To the extent deemed prudent by the Board, enter into contracts relating to Jointly-Owned Common Area (owned in shares with other associations) which could include maintenance contracts, easements, acceptance and transfer of portions of the Jointly-Owned Common Area and to provide proper maintenance and control of those areas in a manner that will provide the best benefit for the cost. This provision does not apply to Common Area solely owned by Bollinger Hills Homeowner Association. The decisions related to the Jointly-Owned Common Area shall not be subject to a vote of the membership.
- (q) Take whatever action the Board deems necessary and prudent to enforce the governing documents of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to provide appropriate reports at the annual meeting;
- (b) Delegate duties to Committees, officers or employees and supervise all officers, agents, and employees of the association and to see that their duties are properly performed;
- (c) Designate at least two (2) persons to co-sign all checks or drafts made upon reserve funds and adopt additional policies as to who may sign or co-sign checks or drafts for operating expenditures;
- (d) As more fully provided herein, and in the Restated Declaration:
 - (1) Provide written notice of any increase in regular assessment or imposition of special assessment to every Owner subject thereto not less than thirty (30) days nor more than sixty (60) days before the increase takes effect or the special assessment becomes due;
 - (2) At its discretion, foreclose the lien against any properties for which assessments are delinquent, or to bring an action at law against the Owner personally obligated to pay the same as fully set forth in Article IV, of the Restated Declaration;

- (e) Within a reasonable time after a written request by a Member, the Association shall provide to the Member a certificate which sets forth the amounts of assessments due and owing, as well as any penalties, attorneys' fees and other charges pending against a Lot.
- (f) Procure and maintain adequate liability insurance and **other** insurance as set forth in the Restated Declaration;
- (g) Cause all officers or employees having fiscal responsibilities to be bonded pursuant to the requirements set forth in the Restated Declaration;
- (h) Cause the Common Area to be maintained and pay all taxes, assessments or liens against the property of the Association which are or could become a lien on the Common Area to be paid when due;
- (i) Enforce applicable provisions of the governing documents by any lawful means or procedures, as deemed in the best interests of the Association;
- (j) Distribute to Owners a review of the financial statement of the Association which is prepared in accordance with generally accepted accounting principals by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income to the Homeowners Association exceeds \$75,000 within one-hundred twenty days (120) days after the close of each fiscal year;
- (k) Fulfill the annual reporting requirements of Civil Code §1365 by distributing to all Members:

BUDGET INFORMATION. The Association shall prepare and distribute to all of its Members the following documents not less than forty-five (45) days or more than sixty (60) days prior to the beginning of the Association's fiscal year or within other timeframe specified by California law:

A pro-forma operating budget, which includes:

- (1) The estimated revenue and expenses on an accrual basis.
- (2) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to current California law which shall be printed in bold type and include all of the following:
 - (a) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component.
 - (b) As of the end of the fiscal year for which the study is prepared:
 - (i) The current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain major components.

(ii) The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components.

(c) The percentage represented by (b)(ii) divided by (b)(i) above.

(3) A statement as to whether the Board of Directors of the Association has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor.

(4) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacements or additions to those major components that the Association is obligated to maintain.

In lieu of distribution of the pro-forma operating budget required above, the Board of Directors may elect to distribute a summary of the pro-forma operating budget to all its Members with a notice that the pro-forma operating budget is available, where it is available, and that copies will be provided upon request at the expense of the Association. If any member requests that a copy of the pro-forma operating budget required above be mailed to the member, the Association shall provide the copy to the member by first-class United States mail at the expense of the Association and delivered within five (5) days. The written notice as distributed to each of the Association Members shall be in at least 10 point bold type on the front page of the summary of the budget.

DELINQUENT ASSESSMENT POLICY. The Association shall prepare and distribute a statement describing the Association's policies and practice in enforcing lien rights or other legal remedies for default in payment of its assessment against its Members at least annually to the Members during the sixty (60)-day period immediately preceding the beginning of the Association's fiscal year.

ENFORCEMENT ASSESSMENT POLICY. The Association shall prepare and adopt a schedule and/or policy for fines/monetary penalties if they are to be considered as an enforcement tool, and circulate same to all Owners, and circulate the modified policy schedule each time modifications are made to the existing schedule/policy.

MINUTES. The Association shall annually provide Members with notice about how and where to inspect minutes of meetings, which shall be made available for inspection within thirty (30) days after a meeting (even if only in draft form). This notice can be accomplished in any general mailing including the Association newsletter.

SUMMARY OF ALTERNATIVE DISPUTE RESOLUTION LAWS. The Association shall distribute a Summary each year to all Members, either personally or by first-class mail, of the law relating to Alternative Dispute Resolution pursuant to Civil Code §1354. The Summary shall include the statement:

"Failure by any member of the Association to comply with the prefiling requirements of § 1354 of the Civil Code may result in the loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents."

GENERAL LIABILITY AND OTHER INSURANCE. In regard to the Association's insurance policies, the Association must provide the required statutory notice of insurance policies required by Civil Code § (1365(e)) to Owners annually.

ARTICLE VII **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and Vice President, a Secretary, and a Treasurer. The President and Vice President shall be members of the Board. It is not necessary for the Secretary or Treasurer to be members of the Board.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. Each Officer shall hold office for one (1) year, unless he/she shall sooner resign, or shall be removed by the Board or the membership, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers (who need not be Board Members) as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office by a majority of the Board. Any Officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that Orders and Resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written

instruments and may co-sign all checks and promissory notes. The President shall make recommendations for Committee Members which are subject to Board approval.

VICE PRESIDENT

The Vice President shall have the authority to act in the place of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board, and may co-sign all checks written on behalf of the Association.

SECRETARY

The Secretary (except as these duties may be delegated to management) shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board, and may co-sign checks. If the Association engages the services of a party to perform some of the tasks enumerated herein, the Association Secretary is relieved of doing those tasks.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and may disburse such funds as directed by Resolution of the Board of Directors; may co-sign all checks of the Association; keep proper books of account; cause an annual review of the Association books to be made by a certified public accountant at the completion of each fiscal year if the budgeted gross expenses exceed \$75,000.00; and may prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, pursuant to the financial information distribution requirements. If the Association engages the services of a CPA or managing agent to undertake any of these tasks, the Treasurer is relieved of those specific duties delegated to such person or entity.

ARTICLE VIII **COMMITTEES**

The Board of Directors may appoint, in addition to the Architectural Control or Nominating Committees, any other committees as deemed appropriate in carrying out its purpose and responsibilities.

ARTICLE IX **MANAGEMENT AGREEMENT**

Any management agreement for a manager shall specify the duties, powers and functions of the Board and officers which have been delegated to the manager, the extent of such delegation, and shall clearly establish the duties, power, functions and compensation of the manager. Such agreement shall also establish a reasonable procedure for reporting by the manager to the Board. Prior to the execution of any management agreement by any officer, the proposed agreement must be approved in a resolution passed by at least a majority of the Board.

ARTICLE X
BOOKS AND RECORDS

The books of accounting, general records, minutes, governing documents and membership list shall, during reasonable business hours and upon reasonable written notice and request, for a purpose reasonably related to that person's interests as a member, be generally subject to inspection by Members unless the Board offers a reasonable alternative to achieve the purpose stated.

- ❖ Written notice must be given to the custodian of the records by a Member desiring to make the inspection. The Member's purpose must be stated;
- ❖ Appointments must be made at the convenience of the officer's keeping the books and records; and
- ❖ Payment may be charged for costs of making copies of documents requested by a Member.

The Board shall have the right to deny Member access or inspection of sensitive and attorney/client privileged materials and minutes from Executive Session Meetings.

Distribution of Governing Documents: Within ten (10) days of a written request by a Member, the Association shall provide to the Member current copies of the Association's Documents as defined in *Civil Code § 1351(j)* and any documents seller requests and is entitled to receive under Civil Code Section 1368. A charge for the copies may be made by the Association, not to exceed the reasonable costs of preparation, reproduction and mailing.

Directors have a right of inspection of all books and records of the corporation, unless an issue arises as to possible breach of confidentiality.

ARTICLE XI
HOMEOWNER NOTICE AND FAIR HEARING

Section 1. Notice. If a Member appears to be or is in violation of any provision of the Association Governing Documents and suspension of rights, monetary or other penalties or reimbursement of Association costs are being considered, the Board shall give written notice to the Member specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard by the Board. If a fine or other penalty such as suspension of membership is being considered that shall be stated. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing and shall be sent by mail.

Section 2. Conduct of Hearing. The Board of Directors may establish rules and procedures regarding the manner in which disciplinary hearings shall be conducted. Matters shall be conducted in closed session as provided in Civil Code § 1363 unless the homeowner requests an open hearing.

Section 3. Determination. After the hearing has taken place, or if the Owner has provided a written response as an alternative to hearing the matter, the Board shall (i) determine whether a violation has occurred and, if so, may suspend membership privileges use of facilities, or penalties as authorized herein, or impose a Reimbursement Assessment (fine or other monetary penalty) which shall become

effective after the date of the hearing, as specified; or (ii) take such other action as may be appropriate. The determination of the Board shall be final.

This procedure may be superseded by Board policy so long as said policy contains these minimum requirements for notice, hearing, and determination.

ARTICLE XII **RECORD DATE**

The Board of Directors may fix a record date for purposes of voting on any measure.

ARTICLE XIII **ASSESSMENTS**

Each member is obligated to pay to the Association assessments as referred to in the Restated Declaration which are secured by a continuing lien upon the property against which the assessment is made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XIV **AMENDMENTS**

These Amended Bylaws may be amended at a meeting of the members or by written ballot, by approval of a majority of members entitled to vote.

ARTICLE XV **CONFLICTS**

In the case of any conflict between the Articles of Incorporation and these Amended Bylaws, the Articles shall control; and in the case of any conflict between the Restated Declaration and these Amended Bylaws, the Restated Declaration shall control. In the event any of these Amended Bylaws or Restated Declaration are less restrictive than the City of San Ramon zoning ordinances or regulations, the City ordinances or regulations still apply to the properties. Where the Amended Bylaws or Restated Declaration are more restrictive than the City ordinances, then the Amended Bylaws or Restated Declaration shall control and be enforced.

ARTICLE XVI **NOTICES**

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Secretary or designee for the purpose of service of such notice or to the residence site of such person if no address has been given to the Secretary or designee. Such address may be changed from time to time by notice in writing to the

Secretary or designee. If personally delivered, a certificate of delivery must be completed by the individual(s) who provided personal delivery.

ARTICLE XVII
CORPORATE SEAL

The Association may obtain and use a Corporate Seal with the Association’s legal name and date of original incorporation in it, if desired.

ARTICLE XVIII
FISCAL YEAR

The fiscal year of the Association shall run concurrently with the calendar year.

ARTICLE XIX
SUCCESSOR STATUTES

To the extent any of the referenced state statutes are modified or repealed, the law as it is changed controls.

IN WITNESS WHEREOF, we, being the President and Secretary of the **BOLLINGER HILLS HOMEOWNER ASSOCIATION** hereby execute these Bylaws this _____ day of _____.

President

Secretary

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the **BOLLINGER HILLS HOMEOWNER ASSOCIATION** a California non-profit mutual benefit corporation, and,

THAT the foregoing Bylaws constitute the Amended Bylaws of said Association, as duly approved by the requisite percentage of homeowners as required by the original Bylaws and as duly adopted by the Board of Directors.

IN WITNESS WHEREOF, I subscribe my name on this ____ day of _____.

Secretary
ON BEHALF OF **BOLLINGER HILLS HOMEOWNER ASSOCIATION**