

**FIRST AMENDMENTS TO
FIRST RESTATED BYLAWS OF
RIDGEVIEW VILLAGE HOMEOWNERS ASSOCIATION**

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- A. WHEREAS, the Ridgeview Village Homeowners Association is the association established to maintain, operate and manage the residential project known as Ridgeview Village;
- B. WHEREAS, a majority of a quorum of the total voting power of the Association hereby approves these First Amendments to the Bylaws as follows:

1. Article II, new Section 14 (Election Rules) is added:

Section 14. **Election Rules.** The “Election Rules” are the procedures adopted, amended or repealed by the Board in conformance with *Civil Code* Section 1363.03, or any successor statute.

The balance of Article II, beginning with “Eligible Mortgage Holder” will be re-numbered as Sections 15 - 28.

2. Article IV, Section 1 (Number and Qualifications) is amended to read as follows:

Section 1. **Number and Qualifications.** The Board of Directors will consist of 5 Directors, who must be Members of the HOA. As set forth in the Election Rules, candidates may not be delinquent in payment of assessments at the time of election. Only one Member per Unit may serve on the Board at any time.

3. Article V, Section 1 (Nomination) is amended to read as follows:

Section 1. **Nomination.** The HOA must solicit nominations for Directors prior to the annual meeting of Members. Any Member may nominate himself or herself, or any other Member for election to the Board. Nominations may be made prior to the annual meeting of Members as set forth in the Election Rules. All nominations of eligible Members must be accepted by the HOA.

4. Article V, Section 2 (Election) is amended to read as follows:

Section 2. **Election.** So long as required by California *Civil Code* Section 1363.03, or successor statute, elections of Directors must be by secret written ballot as set forth in the Election Rules. Cumulative voting is required for all elections in which 2 or more Directors are to be elected.

5. Article VII, Section 2 (K) is deleted in its entirety:

6. Except as expressly amended herein, the provisions of the First Restated Bylaws of Ridgeview Village Homeowners Association shall remain in full force and effect.

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CERTIFICATE OF AMENDMENT

I, the undersigned, do hereby certify:

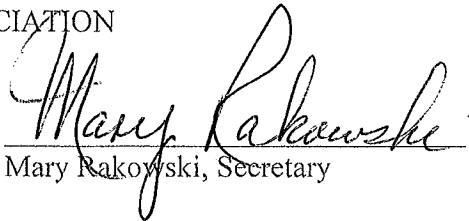
1. That I am duly elected and acting Secretary of RIDGEVIEW VILLAGE HOMEOWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation and certify:

2. That the foregoing First Amendments to Bylaws comprising two (2) pages, constitutes the First Amendment to the Bylaws of the corporation, duly adopted by a vote of a majority of a quorum of the total voting power for the Association.

IN WITNESS WHEREOF I hereunto subscribe my name this 1st day of February 2009.

RIDGEVIEW VILLAGE HOMEOWNERS
ASSOCIATION

By:


Mary Rakowski, Secretary

I, the undersigned, do hereby certify:

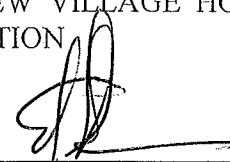
1. That I am duly elected and acting President of RIDGEVIEW VILLAGE HOMEOWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation and certify:

2. That the foregoing First Amendments to Bylaws comprising two (2) pages, constitutes the First Amendment to the Bylaws of the corporation, duly adopted by a vote of a majority of a quorum of the total voting power for the Association.

IN WITNESS WHEREOF I hereunto subscribe my name this 1st day of FEBRUARY 2009.

RIDGEVIEW VILLAGE HOMEOWNERS
ASSOCIATION

By:


Erik Feldman, President

**RIDGEVIEW VILLAGE
HOMEOWNERS ASSOCIATION**

First Restated

Bylaws

March 2000

"If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.1 of the Government Code. Lawful of occupants in senior housing for older persons shall not be construed as restrictions based on familial status."

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RIDGEVIEW VILLAGE HOMEOWNERS ASSOCIATION

***First Restated* Bylaws**

ARTICLE I NAME AND LOCATION

- Section 1.** **Name.** The name of the corporation is RIDGEVIEW VILLAGE HOME-OWNERS ASSOCIATION (the "HOA"). The HOA is a non-profit, mutual benefit corporation, organized under the laws of the State of California.
- Section 2.** **Location.** The principal offices of the HOA must be located in Riverside County, California.
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ARTICLE II DEFINITIONS

- Section 1.** **Articles.** The Articles of Incorporation of the Ridgeview Village Homeowners Association, a California non-profit, mutual benefit corporation.
- Section 2.** **Assessment.** Any regular, special or reimbursement assessment as defined in these CC&Rs and the *Davis-Stirling Common Interest Development Act*.
- Section 3.** **Association.** The Ridgeview Village Homeowners Association, a California non-profit, mutual benefit corporation; a common interest development. Also referred to as the "HOA".
- Section 4.** **Board of Directors or the Board.** The governing body of the HOA, as set forth in the Governing Documents.
- Section 5.** **Bylaws.** These Bylaws of the HOA.
- Section 6.** **CC&Rs.** This First Restated Declaration of Covenants, Conditions and Restrictions. Also referred to as the "Declaration".
- Section 7.** **Common Area.** The entire Development except for the Units. Unless stated to the contrary, reference to the Common Area also refers to all Common Facilities.

- Section 8. **Common Expenses.** Any cost for which use of HOA funds is authorized by the Governing Documents or applicable laws.
- Section 9. **Common Facilities.** Every part of the Development except the Units and the real property.
- Section 10. **Condominium.** See "Unit", below.
- Section 11. **Condominium Plan.** The document which describes and defines the entire Development, filed with the Office of the County Recorder of Riverside County, California, on July 10, 1984, in book c-46 of maps, at pages 210-213.
- Section 12. **Declaration.** The *First Restated* Declaration of Covenants, Conditions and Restrictions. The Declaration may also be referred to as the "CC&Rs".
- Section 13. **Development.** All of the real property and improvements known as the Ridgeview Village Homeowners Association, as depicted on the Condominium Plan.
- Section 14. **Eligible Mortgage Holder.** A holder of a first mortgage on a Unit who has requested notice of certain matters as set forth in these CC&Rs.
- Section 15. **Exclusive Use Common Area.** Common Area designated by the Governing Documents for the exclusive use of one or more, but fewer than all of the Owners in accordance with *California Civil Code* section 1351(1).
- Section 16. **Fiscal Year.** The accounting period selected by the Board covering 12 consecutive months, at the end of which the HOA's books are closed.
- Section 17. **Governing Documents.** As used in the *Davis-Stirling Act*, a collective term that refers to these Bylaws, as well as all other documents enacted by the HOA or recorded or filed with any governmental agency with respect to the Development and the HOA.
- Section 18. **Member.** Any Owner of a Unit in the Development. All Owners are Members of the HOA.
- Section 19. **Owner.** Any Owner of any Unit in the Development. All Owners are Members.
- Section 20. **Professional Manager.** The property management company and/or its representative.
- Section 21. **Residents.** The people living in the Development, regardless of ownership.
- Section 22. **Regular Assessment.** The assessment levied by the HOA with respect to all Units, used for paying regular expenses and funding reserves.

- Section 23. **Reimbursement Assessment.** An assessment levied by the HOA with respect to one or more Owners for reimbursement of costs and expenses of any kind, including attorney fees, incurred by the HOA on behalf or as a result of the Owner(s) subject to the assessment.
- Section 24. **Rules and Regulations or Rules.** Policies and procedures enacted and implemented by the Board pursuant to the Governing Documents.
- Section 25. **Special Assessment.** An assessment levied with respect to all Units for payment of extraordinary expenses of the HOA.
- Section 26. **Tenant.** A Resident of the Development who is renting or leasing a Unit.
- Section 27. **Unit.** An estate according to *CA Civil Code sec. 1351(f)*, defined by the Condominium Plan.
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ARTICLE III MEETINGS OF MEMBERS

- Section 1. **Date of Annual Meetings of Members.** Annual meetings of Members must be held annually, at a date, time and place determined by the Board, within Riverside County.
- Section 2. **Notice of Annual Meetings of Members.** Written notice of annual meeting must be given to each Member and, upon written request, to all Eligible Mortgage Holders, either personally or by sending a copy of the notice by regular mail to the address to which assessment notices are sent, or to the Unit address. Notices must be given not fewer than 10 days and not more than 90 days before the annual meeting. Notice of the annual meeting must specify:
- A. The place, the date, and the time of the annual meeting;
 - B. Those matters which the Board, at the time the notice is given, intends to present for action by the Members; and
 - C. The names of nominees for election to the Board known at the time the notice is prepared.
- Section 3. **Special Meetings of Members.** Special meetings of Members must be promptly called by the Board after a vote for such a meeting by a majority of Directors present at a meeting duly held, so long as the Directors present at the meeting represent at least a quorum of the Board. Special meeting of Members must also be promptly called by the Board upon receipt of a written request for a special meeting signed by at least 50% of the Members.

Section 4. **Notice of Special Meetings of Members.** Notice must be given in the same manner provided in these Bylaws for notice of Annual Meetings of Members.

Section 5. **Quorum of Members.** The presence at a meeting, in person or by proxy, of a majority of Members. Once a quorum is established, business may be conducted until the meeting is adjourned, in spite of the withdrawal of Members leaving less than a quorum. If any meeting of Members cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not fewer than 2 hours, nor more than 30 days from the time of the original meeting. At the subsequent, reconvened meeting, the quorum requirement will be reduced to 25% of the Members.

Section 6. **Reconvened Meetings and Notice Thereof.** Notice of an adjournment and the date of the reconvened meeting may be made by an announcement at the adjourned meeting, provided that no business other than that which appeared on the original meeting notice will be conducted at the reconvened meeting. If new or different business will be conducted at the reconvened meeting, notice must be given in the same manner provided in these Bylaws for notice of Annual Meetings of Members.

Section 7. **Proxies.** At all meetings, Member may vote in person or by proxy. The maximum term of any proxy is 3 years from the date it is signed. Proxies must be in writing delivered to the HOA's Professional Manager, or to the Secretary. All proxies are automatically revoked by conveyance by the Member of the Unit. All proxies and ballots distributed to the Members must allow the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, and that the vote shall be cast in accordance with that choice. All proxies must also identify the person(s) authorized to exercise the proxy and the length of time it will be valid. Subject to this section, Proxies must comply with Section 7613 of the *California Corporations Code*.

Section 8. **Place of Meetings of Members.** Meetings of Members may be held at any time, date and place, within Riverside County, California, determined by the Board.

Section 9. **Eligible Mortgage Holder Representative.** Eligible Mortgage Holders have the right to attend all Meetings by a representative designated in writing, delivered to the Board.

Section 10. **Action Without a Meeting.** Any action which may be taken by the vote of Members meeting, except the election of Directors where cumulative voting is a requirement, may be taken without a meeting if done in compliance with Section 7513 of the *California Corporations Code*.

Section 11. **Consent of Absentees.** The transactions at any meeting of Members, however called and noticed and regardless of the presence of a quorum, are valid if, either before or after the meeting all Members entitled to vote sign a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes of the meeting. All waivers, consents or approvals must be filed with the corporate records or made a part of the minutes of the meeting.

Section 12. **Voting.** Members may vote by voice or by written ballot; except all elections for Directors must be by secret written ballot.

ARTICLE IV BOARD OF DIRECTORS: NUMBER AND TERM OF OFFICE

Section 1. **Number and Qualifications.** The Board of Directors will consist of 5 Directors, who must be Members of the HOA. Candidates may not be delinquent in payment of assessments at the time of election. Only one Member per Unit may serve on the Board at any time.

Section 2. **Term of Office.** The Directors' 2 year terms of office are staggered. Thus, at each annual meeting the Members shall elect the appropriate number (2 or 3) Directors for a term of 2 years each.

Section 3. **Vacancies.** Vacancies on the Board, except for a vacancy created by the removal of a Director by the Members, may be filled by a majority of the remaining Directors, though less than a quorum. Each Director so appointed may hold office for the remainder of the term assumed, or until a successor is elected at a meeting of Members. Vacancies are deemed to exist in case of the death, resignation or removal of a Director, or if the Members increase the number of Directors but do not elect the additional Directors, or any time the Members fail to elect the full number of Directors authorized. The Members may elect Directors to fill any vacancy not filled by the Directors, and may elect the additional Directors at the meeting at which an amendment by the By-Laws is authorized which increases the number of Directors. A reduction of the number of Directors may not have the effect of removing a Director from office prior to expiration a then current term.

ARTICLE V BOARD OF DIRECTORS: NOMINATION, ELECTION AND REMOVAL

Section 1. **Nomination.** The HOA must solicit nominations for Directors prior to the annual meeting of Members. Any Member may nominate himself or herself, or any other Member for election to the Board. Nominations may be made any time prior to the annual meeting of Members, or at the annual meeting of Members when the floor is open for nominations. All nominations of eligible Members must be accepted by the HOA.

Section 2. **Election.** Elections of Directors must be by secret written ballot. Cumulative voting is required for all elections in which 2 or more Directors are to be elected.

Section 3. **Removal.** Any Director or Directors, including the entire Board, can be removed by the vote of two-thirds of the Members. A Director may also be removed by the vote of the other Directors if the following conditions are met:

- A. There are 5 Directors at the time the vote is taken.
- B. The vote in favor of removal is unanimous among the 4 Directors not being removed.
- C. No other Director has been removed pursuant to this provision within the preceding 12 months.
- D. The Director to be removed has missed at least 3 meetings consecutively, or 4 meetings in a calendar year, is 90 days or more delinquent in payment of assessment or is subject to disciplinary action.
- E. The Director to be removed has been given 15 days written notice stating the reason(s) for possible removal.
- F. The Director to be removed has been given the opportunity to submit a written statement opposing removal, and the opportunity to discuss removal at a board meeting.

ARTICLE VI BOARD OF DIRECTORS MEETINGS

Section 1. **Organizational Meeting.** An organizational meeting of the Board must be held annually, immediately following adjournment of the annual meeting of Members or at the next regular Board meeting, for the purpose of election of officers determined by the Board. Notice of the organizational meeting is not required.

Section 2. **Regular Board Meetings.** At each organizational meeting, the Board shall adopt a schedule setting forth the time, date and place of the regular meetings of the Board to be held during the forthcoming year. The Board must meet at least twice during each calendar year.

Section 3. **Notice of Regular Board Meetings.** Notice of the time, date and place of regular board meetings must be communicated to the Directors not fewer than 4 days prior to the meeting.

- Section 4.** **Special Board Meetings.** Special meetings of the Board may be called at any time by the President, by the Vice-President or by any 2 Directors.
- Section 5.** **Notice of Special Board Meetings.** Notice of the time, date, place and nature of the business to be discussed at a special board meeting must be posted in the Common Area, and must be sent to all Directors by first-class mail not fewer than 4 days prior to the meeting, or delivered personally or by telephone not fewer than 72 hours prior to the meeting.
- Section 6.** **Quorum of Directors.** A majority of the Directors serving on the Board constitutes a quorum, unless there are only 2 Directors, in which case both Directors must be present at a board meeting to constitute a quorum.
- Section 7.** **Adjournment.** A quorum of Directors may adjourn any meeting to meet again at a stated time and hour. In the absence of a quorum, a majority of Directors present at any board meeting may adjourn until the next regular meeting of the Board.
- Section 8.** **Minute Entry of Notice.** If a Director is absent from a special meeting of the Board, an entry in the minutes stating that notice was given constitutes a rebuttable presumption that proper notice of the special meeting was given to the absent Director.
- Section 9.** **Notice of Adjournment.** Notice of any adjourned Board meeting must be given prior to the adjournment, to the Directors present at the time of the adjournment.
- Section 10.** **Place of Board Meetings.** All Board meetings and the organizational meeting may be held at any place within Riverside County, California, determined by the Board.
- Section 11.** **Waiver of Notice of Board Meetings.** Any meeting of the Board, however called and noticed or wherever held, is valid as though held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All waivers, consents and approvals must be filed with the corporate records or made a part of the minutes of the meeting.
- Section 12.** **Open Meetings.** All Board meetings must be open to all Members, except during executive sessions. Members who are not Directors may not participate in any deliberations or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.
- Section 13.** **Executive Sessions.** The Board may, with the approval of a majority of a quorum of the Directors adjourn a meeting and reconvene in Executive session to discuss and vote upon personnel matters, litigation in which the HOA is or may become involved and contracts. The nature of all business to be considered in executive session must first be announced in open session. Only Directors are entitled to attend executive sessions, but a quorum of the Board may vote to include any other person.

Section 14. **Action Without a Meeting.** The Board may take action without a meeting if all Directors consent in writing to the actions taken. If the Board resolves by unanimous written consent to take an action, an explanation of the action to be taken must be stated in the minutes of the next regular board meeting.

ARTICLE VII BOARD OF DIRECTORS: POWERS AND DUTIES

Section 1. **Powers.** The Board has the power to:

- A. Exercise all powers, duties and authority vested in or delegated to the HOA and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- B. Employ a management company, an independent contractor or employees to carry out their duties; and,
- C. Contract and borrow money for goods and services for the Common Area.

Section 2. **Duties.** The Board has the duty to:

- A. Keep a complete record of all its acts and corporate affairs, including a membership register, accounting and minutes of Member and Board meetings;
- B. Supervise all officers, agents and employees of the HOA;
- C. Determine the amount of all assessments, and collect delinquent assessments;
- D. Maintain adequate liability and hazard insurance for the Development;
- E. Maintain the Common Area;
- F. At least 45 days, but not more than 60 days, prior to the beginning of each fiscal year, prepare and distribute to Members a budget including the following:
 - (1) Estimated revenue and expenses on an accrual basis.
 - (2) The amount of the total cash reserves currently available for maintenance of the Common Area and contingencies.
 - (3) An estimate of the current replacement costs of the estimated remaining useful life of the Common Area, and the methods of funding used to defray the costs.

- (4) A general statement setting forth the procedures used in the calculation and establishment of reserves to defray the costs of maintaining the Common Area.
- G. Prepare a financial statement, including a balance sheet and income and expense statement as of the last day of each fiscal year reflecting the financial condition of the HOA. The financial statement must be prepared in accordance with generally accepted accounting principles, by an independent public accountant and must include an external audit by an independent public accountant for each fiscal year. A copy of the financial statement must be distributed personally or by mail to each Member, and upon written request to all first Mortgagees, within 120 days following the end of each fiscal year. In lieu of the distribution of the financial statement in the manner described above, however, the Board may distribute a summary of the financial statement with a written notice that the complete financial statement is available, and that copies will be provided upon request and at the expense of the HOA. If a Member requests a copy of the financial statement to be mailed to the Member, the HOA shall send the financial statement by first-class United States mail at the expense of the HOA. The written notice regarding the availability of the financial statements must be in at least 10-point, bold type, on the front page of the summary of the statement.
- H. Prepare and distribute annually, within 60 days prior to the beginning of the fiscal year, a statement of the HOA's policies and practices for collecting delinquent assessments, including recording and foreclosing of liens, if applicable.
- I. At least once every 3 months, review the following:
 - (1) A current reconciliation of the HOA's operating accounts.
 - (2) A current reconciliation of the HOA's reserve accounts.
 - (3) The current year's actual reserve revenues and expenses compared to the current year's budget.
 - (4) The latest account statements prepared by the financial institution where the HOA has its operating and reserve accounts.
 - (5) An income and expense statement for the HOA's operating and reserve accounts.
- J. Make available for inspection to any prospective purchaser, Owner, first Mortgagee and the holders, insurers and guarantors of a first mortgage on any Unit current copies of the CC&Rs, Articles, these By-Laws, the HOA Rules and all other books, records and financial statements of the HOA.

- K. Inspect roofs annually.
- L. Inspect drainage annually.
- M. Seal and restripe all asphalt as necessary.
- N. Not to alter grading on the Development as originally provided.
- O. Replace caulking around the coping and decking of the swimming pool as necessary.
- P. Maintain all landscaping in a reasonable, timely manner.
- Q. Initiate and defend legal action pertinent to the Development, and assess the Membership for fees and costs.
- R. Enforce the Governing Documents.

Section 3. **Restrictions on Powers of the Board.**

- A. The HOA is prohibited from taking any of the following actions, except with the vote or written consent of a majority of a quorum Members:
 - (1) A management contract;
 - (2) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract must not exceed the shortest term for which the supplier will contract at the regulated rate;
 - (3) Prepaid casualty and/or liability insurance policies of up to 3 years duration, provided that the policy permits for short rate cancellation by the insured;
 - (4) A lease agreement for television signal reception services and equipment of up to 5 years.
- C. Paying compensation to Directors or officers of the HOA for services performed in the conduct of the HOA's business, except that Directors and officers may be reimbursed for expenses incurred in carrying on the business of the HOA.

- D. Hypothecating any or all of the real or personal property owned by the HOA as real security for money borrowed or debts incurred, but not including pledging assessment payments as security for a loan.
 - E. Selling any real or personal property owned by the HOA.
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ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The HOA must have a President and Vice President who are also Directors, and a Secretary and Treasurer who need not be Directors.

Section 2. **Election of Officers.** The election of officers should take place at the organizational meeting of the Board following each annual meeting of the Members. If officers are not elected at the organization meeting, however, they may be elected at any subsequent Board meeting. Thereafter, the Board may remove and appoint officers at any time, including to fill any vacancy.

Section 3. **Term.** The officers serve for 1 year, at the pleasure of the Board.

Section 4. **Removal and Resignation.** Any officer may be removed with or without cause, by a majority of the Directors. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Resignations take effect upon receipt, or at the time specified. Acceptance of a resignation is not necessary to make it effective.

Section 5. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person may simultaneously hold more than one of any of the other offices, except with approval by the Board by unanimous vote.

Section 6. **Duties.** The duties of the officers to the HOA, all subject the control of the Board of Directors, are as follows:

- A. **PRESIDENT:** The President is the chief executive officer, having general supervisory control of the business and officers of the HOA. The President presides at all meetings of the Members and at all meetings of the Board, is ex-officio a member of all standing committees, and has the general powers and duties of management usually vested in the office of president of a corporation. The President must sign all leases, mortgages, deeds and promissory notes.
- B. **VICE PRESIDENT:** The Vice-President acts in the place and stead of the President, when the President is absent, unable to act or refuses to act. The Vice President may also be assigned other duties, by the Board.

- C. **SECRETARY:** The Secretary records votes and keeps minutes of all proceedings of the HOA, keeps the corporate seal, serves notice of meetings and keeps appropriate current records showing the Members of the HOA and their addresses. The Secretary may delegate these duties to a Professional Manager, however, subject to oversight by the Secretary.
- D. **TREASURER:** The Treasurer receives and deposit in appropriate bank accounts the HOA's funds, and disburses funds as directed by the Board, signs all checks and promissory notes of the HOA, keep proper books of account, causes an annual audit of the HOA books to be made by a public accountant at the end of each fiscal year and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. The Treasurers may delegate these duties to a Professional Manager, however, subject to oversight by the Treasurers.
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ARTICLE IX **BOOKS AND RECORDS**

Section 1. **Inspection.** These By-Laws, the membership register, books of account and minutes of meetings of the Members, the Board and of committees of the Board must be kept at the office of the HOA or within the Development, and must be available for inspection by any Member of the HOA, or by a duly-appointed representative, and by all first Mortgagees for purposes reasonably related to an interest as a Member or as a first Mortgagee. The right of inspection includes the right to copy the documents described in this section at the expense of the requesting party, except that the Board must decide, in its sole discretion, whether to permit any person to copy the membership register. If the Board resolves to prohibit copying the membership register, then the Board must offer a reasonable alternative to the requesting party.

Section 2. **Inspection by Directors.** Every Director has the absolute right at any reasonable time to inspect all books, records and documents of the HOA and the physical properties owned or controlled by the HOA. The right of inspection by a Director includes the right to make extracts and copies, at the Director's expense, except that the Board must decide, in its sole discretion, whether to permit Directors to copy the membership register. If the Board resolves to prohibit copying the membership register, then the Board must offer a reasonable alternative to the requesting Director.

ARTICLE X

AMENDMENTS

Section 1.

Amendments. These By-Laws may be amended by the vote of a majority of a quorum of Members. No material amendment to these By-Laws may be made, however, without the approval of a majority of Members. "Material amendments" mean changes which materially affect any of the following:

- A. Voting;
- B. Assessments, assessment liens, or subordination of such liens;
- C. Reserves for maintenance of the Common Area;
- D. Insurance or fidelity bonds;
- E. Rights to use the Common Area;
- F. Responsibility for maintenance and repair of the Development;
- G. Expansion or contraction of the Development or addition, annexation or withdrawal of property to or from the Development;
- H. Boundaries of a Unit;
- I. The interests in the Common Area;
- J. Convertibility of Units into Common Area or of Common Area into Units;
- K. Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit; or
- L. Any provisions which are for the express benefit of Mortgage holders, Insurers or Guarantors of first Mortgages on a Unit.

Any Eligible Mortgage Holder who receives a written request to approve amendments, who does not deliver a negative response within 30 days will be deemed to have approved the request.

Section 2.

Required Amendments. If any law applicable to the Development exists or is enacted after the date of adoption of these Bylaws which directly contradicts, restricts, limits or changes any provision contained herein, these Bylaws will be deemed amended by operation of law. Any provision herein to the contrary

notwithstanding, if an amendment occurs by operation of law the Board may, by unanimous written consent, cause a document describing the amendment by operation of law to be distributed to the Members as an amendment to these Bylaws.

ARTICLE XI MEMBERSHIP RIGHTS AND PRIVILEGES

Section 1. **Delegation of Authority.** No Member has the right to exercise any of the powers or to perform any of the acts delegated to the Board, without the prior written approval of the Board.

Section 2. **Suspension of Membership Rights.** The membership rights and privileges, together with the voting rights, of any Member may be suspended by the Board for any infraction of the Governing Documents, for a period not to exceed 30 days, except that membership rights and privileges, together with the voting rights of any Member, may be suspended for any period of time during which a Member's assessment payments are delinquent. Regardless of the period of suspension, however, no suspension may affect the rights of a Member to access his or her Unit, nor his or her right to use any Exclusive Use Area appurtenant to his or her Unit.

Section 3. **Notice of Disciplinary Action.** A decision to impose discipline may not be reached prior to 15 days written notice to the Member, stating the reason for the disciplinary action. Notice must be made personally or sent by first-class mail sent to the address to which assessment notices are sent. The Member subject to discipline must be given the opportunity to be heard, orally or in writing, by the Board at least 5 days prior to any disciplinary action. A majority plus one Director must vote in favor of disciplinary action.

ARTICLE XII GENERAL PROVISIONS

Section 1. **Checks, Drafts, Etc.** All checks, drafts or other orders for payment of money must be signed or endorsed by at least two Directors.

Section 2. **Contracts, etc., How Executed.** The Board may authorize any officer or agent to enter into any contract or execute any instrument in the name and on behalf of the HOA.