

**ARROWOOD MASTER ASSOCIATION**  
**A California Non-profit Corporation**

**2021 RESTATED AND AMENDED BYLAWS**

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**2021 RESTATED AND AMENDED BYLAWS**

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**ARTICLE I**  
**RECITALS AND DEFINITIONS**

**Section 1.1 Name of Association.** The name of the Association is ARROWOOD MASTER ASSOCIATION, a California nonprofit corporation (hereinafter referred to as the "Association"). The Association is organized under the California Nonprofit Corporation Law. Arrowood Master Association is sometimes referred to as "The Morrow Hills Village and Golf Course."

**Section 1.2 Principal Office.** The principal office for the transaction of the business of the Association is hereby fixed and located within the project or at other such place within San Diego County as the Board may from time to time designate by resolution. The Board is hereby granted full power and authority to change said principal office from one location to another within the County of San Diego.

**Section 1.3 Definitions Incorporated by Reference.** The terms defined in the Declaration shall have the same meaning when used herein unless the context clearly indicates a contrary intention.

**ARTICLE II**  
**MEMBERSHIP**

**Section 2.1 Automatic Membership and Voting Power.** Every person or entity who is an Owner of a Lot is a Member of the Association as provided in the Declaration. Membership is appurtenant to and may not be separated from ownership of any Lot which gives rise to such Membership in the Association.

**Section 2.2 Term of Membership.** Each Owner who is a Member shall remain a Member until he or she no longer qualifies as such under Section 2.1 above. Upon the sale, conveyance or other transfer of an Owner's interest in a Lot, the Owner's membership interest appurtenant to the Lot shall automatically transfer to the Lot's new Owner(s).

**Section 2.3 Member Voting and Multiple Ownership of Lots.** Ownership of a Lot shall give rise to a single membership vote in the Association. Accordingly, if more than one Person owns a Lot, all of these Persons shall be deemed to be one Member for voting purposes, although all such Owners shall have equal rights as Members to use and enjoy the Common Areas and Common Facilities. The Secretary of the Association, through the Association community manager, shall be notified in writing of the Owner designated by his or her Co-Owners as having the sole right to vote the membership on their behalf, and the Secretary will provide the inspector(s) of elections with any such notification. If no

such notification is received by the Secretary, the inspector(s) of elections may accept the vote of any Owner of record as the vote attributable to the Lot in question, provided that if the multiple Owners of a Lot attempt to vote the membership attributable to said Lot in an inconsistent fashion, the inspector(s) of elections may refuse to count any ballot pertaining to the Lot.

**Section 2.4 Right to Use the Common Area.** Unless otherwise provided in the Declaration and subject to the Rules and Regulations, each Member of the Association, his or her immediate family Members, residents, guests and/or tenants shall have the right to use and enjoy the Common Area.

**Section 2.5 Suspension of Member's Rights.** The Membership's rights and privileges, may be suspended by the Board for any period of time during which such Member is determined by the Board to be delinquent in assessments, in violation of the Declaration, or not in compliance with the obligations imposed by these Bylaws or the Rules and Regulations. No suspension or monetary penalty shall be effective until the Board gives such Member notice and the opportunity for a hearing before the Board, which satisfies the minimum requirements of Civil Code Section 5855. No suspension shall affect the rights of a Member to access his or her Lot.

### **ARTICLE III** **MEMBERSHIP VOTING**

**Section 3.1 Single Class of Membership.** The Association shall have one class of voting membership.

**Section 3.2 Member Voting Rights.** On each matter submitted to a vote of the members, whether at a meeting of the membership called and held pursuant to the provisions of these Bylaws or otherwise, except as otherwise provided in the provisions regarding election of directors, each Member shall be entitled to cast one (1) vote for each Lot owned by such Member. Single memberships in which two or more Persons have an individual interest shall be voted as provided in Section 2.3 of these Bylaws.

Section 3.2.1. General Power of Attorney. A person with general power of attorney for a Member who has provided satisfactory evidence thereof, shall not be denied a ballot and said ballot shall be counted if returned by the deadline for voting.

**Section 3.3 Manner of Casting Votes.**

Section 3.3.1. Voting. All Membership voting shall be conducted in one of three ways within the discretion of the Board and as permitted or required by law: 1) solely by mailed in or hand delivered written ballot, or 2) by a combination of mailed in or hand delivered written ballots and voting at a meeting, or 3) solely at a meeting of the Members.

Section 3.3.2. No Proxy Voting. Voting by Proxy is not allowed.

Section 3.3.3 Write-In Candidates. Members eligible to vote at any election of Directors may write-in the name of qualified candidate on the ballot provided that there is space on the pre-printed ballot expressly intended for this purpose and write-in candidates are approved in writing by the Board as provided in Section 3.4 below. A vote for any write-in candidate who is not qualified to serve on the Board shall not be counted.

Section 3.3.4 Cumulative Voting. Cumulative voting shall be prescribed for all elections in which more than two (2) positions on the Board are to be filled.

**Section 3.4 Approval Required for Write-In Candidates.** Unless approved in writing by the Board prior to the election of Directors there shall be no write-in candidates on any ballot.

**Section 3.5 Elections to be Conducted by Secret Ballots.** Unless otherwise provided by California law, any election within the Association regarding Assessments, selection and removal of members of the Board, amendments to the Governing Documents, or the grant of exclusive use of the Common Area property pursuant to Civil Code Section 4600 shall be held by secret ballot in accordance with the procedures set forth in Civil Code Section 5100 et seq. The Association shall adopt rules, in accordance with Civil Code Section 5105 for the conduct of fair elections, appointment of inspector(s) of elections, nomination of candidates and tabulation of election votes.

Section 3.5.1. Inspector(s) of Elections. The Board shall select either one (1) or three (3) independent third parties to act as the inspector of elections.

a. The independent third party may include a Member who is not a Board member, candidate for the Board, or related to either a Board member or candidate.

b. The independent third party may not include the Association's property manager, legal counsel, accountant, or any other person or entity who is currently employed or under contract to the Association for any compensable services other than serving as Inspector of Elections.

**Section 3.6 Extension of Balloting.** If, at the date specified for the return of ballots to the inspector(s) of elections or any extension thereof, the Association has not received sufficient ballots to constitute the minimum amount required to either have a quorum present to conduct the election, or the percentage required to amend the Governing Documents, or for other good reason as determined by the Board, then the deadline to return ballots may be extended by the Board and the tabulation meeting set forth in this Section 3.7 may be postponed.

**Section 3.7 Open Tabulation of Votes.** All ballots shall be opened, counted and tabulated by the inspector(s) of elections in public at a properly noticed meeting of the Board or Members. Any Member may witness the opening, counting and tabulation of the votes. No person shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

**ARTICLE IV**  
**MEMBERSHIP MEETINGS**

**Section 4.1 Place of Meeting.** All meetings of members shall be held at a place where the Board deems reasonable and at such time as may be designated by the Board in the notice of the meeting.

**Section 4.2 Annual Meetings of Members.** The annual meeting of Members shall be held once a year or as determined by the Board of Directors on a date, time and place as determined by the Board.

**Section 4.3 Special Meetings.** Without prejudice to the Board's discretion to determine the method by which balloting shall occur, special meetings of Members or a written balloting of Members may be called for at any time by the President or by a majority of a quorum of the Board, and shall be called by the Board upon receipt of a written request signed by Members representing at least five percent (5%) or more of the total voting power of the Members of the Association.

Section 4.3.1. Notice of Special Meeting. Notice of special meetings shall be given in the same manner as for annual meetings of Members. Notices of special meetings shall specify the place, day and hour of the meeting and the general nature of the business to be transacted.

Section 4.3.2. Procedures for Calling Special Meetings Requested by Members. If a special meeting is called by Members other than the Board of Directors or the President, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President, or the Secretary of the Association. The officer receiving the request shall, within twenty (20) days after receiving the request, cause notice to be promptly given to the Members entitled to vote that a meeting will be held, and the date, time and purpose for such meeting, which date shall be not less than 35 nor more than 90 days following the receipt of the request.

**Section 4.4 Notice of Members' Meetings.**

Section 4.4.1. Requirement that Notice be Given. Notice of all regular and special meetings of the Members shall be sent or otherwise given in writing to each Member who is eligible to vote at the meeting as of the record date established by the Board.

Section 4.4.2. Time Requirements for Notice. All notices of a Members meeting shall be mailed not less than ten (10) days and not more than ninety (90) days before the date of the meeting.

Section 4.4.3. Manner of Service. Notice of any meeting of Members shall be given either personally or by first-class mail, or other written communication, charges prepaid, addressed to each Member either at the address of that Member appearing on the books of the Association or the address given by the Member to the Association for the purpose of notice. Notice may also be given by e-mail, facsimile or other electronic means if the recipient has agreed to that method of delivery and delivery is complete at the time of transmission.

**Section 4.5 Quorum.** Except as set forth in Section 5.7 of these Bylaws regarding removal of Directors, the presence in person or the voting by mailed in or hand delivered written ballot of at least twenty percent (20%) of the voting power entitled to vote shall constitute a quorum for membership business. In the event a quorum is not achieved, any meeting may be adjourned for a time not less than five (5) days and not more than thirty (30) days following the time of the original meeting or any voting by mailed in or hand delivered written ballot may be extended to a date when the quorum requirement shall be automatically reduced to five percent (5%) of the voting power of the Membership. There shall be no reduction in the required quorum percentage if an adjourned meeting is held for a board recall election. Where the permitted quorum is less than one-third (33%) of the total voting power of the Membership, the only matters that may be voted upon are those matters included in the original meeting notice or written ballot materials.

**Section 4.6 Adjourned Meeting and Notice Thereof.** Any Membership meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the voting power present, but, in the absence of a quorum, no other business may be transacted at any such meeting.

Section 4.6.1. Notice of Adjourned Meeting. When any Membership meeting is adjourned for thirty (30) days or less, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting other than by an announcement at the meeting at which adjournment is taken.

**Section 4.7 Minutes, Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of Members, when signed by the President and the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice was properly given shall be prima facie evidence that notice was given.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

**Section 5.1 Powers and Duties.** The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Project subject only to such limitations on the exercise of such powers as are set forth in the Corporations Code, Declaration, Articles of Incorporation and these Bylaws. The Board shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under the Declaration, the Articles of Incorporation and these



Bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for, the following, in way of explanation, but not limitation:

Section 5.1.1. Management of Business. To conduct, manage and control the affairs and business of the Association, and to make such Rules and Regulations consistent with governing law, the Articles of Incorporation, the Declaration and these Bylaws.

Section 5.1.2. Enforcement and Litigation. To enforce the provisions of the Declaration, the Articles, these Bylaws, the Rules and Regulations and the provisions of any agreement to which the Association is a party.

To commence and maintain actions in the name of the Association for damages and/or to restrain and enjoin any actual or threatened breach of any provision(s) of the Governing Documents or any decisions or resolutions of the Board by an Owner and to enforce by injunction or otherwise all of these provisions. To prosecute and defend actions on behalf of one or more Member, or the Association, to protect the interests of the members or the Association, as long as the action is pertinent to the operations of the Association.

Section 5.1.3. Levy Fines, Suspension of Rights and Privileges. To temporarily suspend a Member's rights and privileges and/or assess monetary penalties against any Member or other person entitled to exercise such rights or privileges for any violation of the governing documents. However, before a decision to impose such a suspension or monetary penalties is reached by the Board, the aggrieved Member shall be provided with ten (10) days-notice and an opportunity to be heard by the Board, orally or in writing, in accordance with Civil Code Section 5855.

Section 5.1.4. Delegation of Powers. To delegate the management of the activities of the Association to any person or persons, management company or committee, provided that the affairs of the Association shall be managed, and all Association powers shall be exercised under the ultimate discretion of the Board.

Section 5.1.5. Adopt and Establish Rules and Regulations. To adopt, amend and repeal as it deems reasonable, rules for the use of or relating to the Properties by all Owners, their family members, guests, tenants and/or employees.

Section 5.1.6. Selection of Officers. To select and remove all the Officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with law, the Articles, these Bylaws and the Declaration and, subject to the provisions of these Bylaws, to fix their composition.

Section 5.1.7. Insurance Contracts. To contract for and pay premiums for fire, casualty, liability and other insurance and bonds (including indemnity bonds) that may be required or desirable from time to time by the Association.

Section 5.1.8. Maintenance and Repair Contracts. To contract for 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 of the Properties which the Association is obligated to maintain.

Section 5.1.9. Financial Statements. To prepare budgets and maintain a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals prepare an annual financial report, a copy of which shall be delivered to each Member as provided in these Bylaws.

Section 5.1.10. Vacancies. To fill vacancies on the Board of Directors or on any committee, except a vacancy created by the removal of a Board Member by the Association Members.

Section 5.1.11. Bank Accounts. To open bank accounts and borrow money on behalf of the Association, and to designate the signatories to such bank accounts.

Section 5.1.12. Committees. To establish, maintain and, except for any committee required by the Declaration, to disband any committee, and to appoint and/or remove any or all committee members at the Board's sole discretion.

Section 5.1.13. Grant Licenses. To grant licenses or permits for third parties to use the Common Roadway or Common Facilities for such purposes as the Board shall reasonably determine is beneficial to the Association provided that such shall not materially interfere with the use or enjoyment of the Common Roadway or Common Facilities by the Members.

Section 5.1.14. Borrow Money. To borrow money on behalf of the Association from a third party and to pledge the Association's assets as security therefore provided that no such borrowing or pledge exceeding the sum of Ten Thousand Dollars (\$10,000.00) shall be permitted without the prior approval of a majority of the voting power of the membership.

Section 5.1.15. Purchase Lot. To purchase any Lot located within the Association via sale, deed in lieu of foreclosure, or through lien foreclosure.

**Section 5.2 Duties of the Association.** In addition to the powers delegated to it by its governing documents, and without limiting their generality, the Association, acting by and through the Board and its agents, has the obligation to conduct all business affairs of common interest for all Owners and to cause to be performed each of the duties set forth below:

Section 5.2.1. Operation and Maintenance of Common Area. To manage, operate, maintain, and repair the Common Area and any facilities, improvements, and landscaping located thereon, and the restoration and replacement of any or all of the structures or improvements which are part of the Common Area, in an acceptable condition and in a good state of repair as may be determined by the Board.

Section 5.2.2. Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the Association.

Section 5.2.3. Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, pest control, gas and other necessary utility services for the Common Area.

Section 5.2.4. Insurance. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Owners with respect to the Common Area and the affairs of the Association.

Section 5.2.5. Assessments. To establish, fix, and levy assessments against the Owners and to enforce payment of such assessments, in accordance with the provisions of the Declaration.

Section 5.2.6. Budget and Financial Statements. To prepare budgets and financial statements for the Association as provided in these Bylaws.

**Section 5.3 Limitations on the Authority of the Board.** The Board is prohibited from taking any of the following actions, except with the vote or written consent of a majority of a quorum Members:

Section 5.3.1. Entering into a contract on behalf of the Association for a term longer than one (1) year which cannot be terminated by the Association on one (1) months' notice or less without cause or payment of a termination fee or penalty, with the following exceptions:

a. 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;

b. Prepaid casualty and/or liability or fidelity insurance policies of up to three (3) years duration, provided that the policy permits for short rate cancellation by the insured;

c. Investment of reserve funds.

Section 5.3.2. Paying compensation to Directors or officers of the Association for services performed in the conduct of the Association's business, except that Directors and

officers may be reimbursed for expenses incurred in carrying on the business of the Association.

**Section 5.4 Number and Qualifications of Directors and Candidates.** The Board shall consist of five (5) Directors.

a. A Director, and a candidate for Director, must be a Member of the Association.

b. A Director, and a candidate for Director, must be an Owner of a Lot and in good standing with all Assessments current and not be subject to any suspension of membership rights.

c. Only one Owner per Lot shall be eligible to serve on the Board at any time.

d. While acting in their capacity as Directors, the Directors shall conduct themselves with decorum and refrain from using profane language.

e. A Director, and a candidate for Director, must be an owner for at least one (1) year prior to serving on the Board.

**Section 5.5. Election and Term of Office.** Directors shall be elected for two (2) year staggered terms with three (3) directors being elected in even numbered years and two (2) directors being elected in odd numbered years. Appointed Directors shall serve the remaining term of a vacant position. All Directors shall hold office until their term expires, they resign or until their position is declared vacant.

**Section 5.6 Nomination Procedures.** Nomination for election to the Board of Directors may be made in such reasonable manner as the Board shall determine provided that any natural person who is a Member may nominate himself or herself for election to the Board subject to any qualification requirements in the Governing Documents and there shall be no nominations from the floor of any Members' meeting.

**Section 5.7 Removal of Directors by the Members.** Pursuant to Corporations Code Section 7222 (b)(1), no director may be removed (unless the entire board is removed) when the votes cast against removal, or not consenting in writing to the removal, would be sufficient to elect the director if voted cumulatively at an election at which the same total number of votes were cast (or, if the action is taken by written ballot all memberships entitled to vote were voted) and the entire number of directors authorized at the time of the director's most recent election were then being elected.

**Section 5.8 Removal of Directors by the Board.** Any Director may be removed from the Board and a Director's position on the Board may be declared vacant by a majority of a quorum of the Board for any one or more of the following good causes:

Section 5.8.1. Excessive Absences. When the Director has been absent from three (3) consecutive regular Board meetings or a total of four (4) regular Board meetings in any calendar year without just cause in the reasonable opinion of the Board.

Section 5.8.2. Delinquent Assessments. When the Director (or any Lot owned in whole or part by a Director) is more than ninety (90) days delinquent in the payment of assessment(s) or any other financial obligations owed to the Association. Prior to declaring a vacancy of a Director, the remaining Board shall send a letter by first class and certified mail giving the Director fifteen (15) days to bring his or her obligations current.

Section 5.8.3. No Longer a Member. When the Director is no longer a Member of the Association.

Section 5.8.4. Certain Criminal Convictions. If a criminal conviction prevents the Association from purchasing the required fidelity bond or would terminate the existing bond.

**Section 5.9 Vacancies.** Vacancies on the Board created other than by removal by the Members may be filled by a majority of the remaining Directors, though less than a quorum, and each Director so elected shall hold office until his or her successor is elected at the end of the former Director's term or at a special meeting called for that purpose. Any Director appointed by the Board shall thereafter be deemed for all purposes to be in the same position as if the Directors had been elected by the Members and may only be removed prior to the end of his or her term in the same manner as Directors who have been elected by the Members. The Members may at any time call a meeting to elect Directors to fill any vacancy not filled by the Directors.

**Section 5.10 Resignation.** Any Director may resign upon giving written notice to the President, the Secretary or the entire Board. Such resignation shall be effective on the date or event specified in the notice of resignation, or if no date is specified, on the date that written notice of resignation is received.

**Section 5.11. Election Procedures.** The annual election of Directors shall be conducted by secret written ballot and in a manner consistent with the Civil Code.

## **ARTICLE VI** **BOARD MEETINGS**

**Section 6.1 Place of Meetings.** Regular and special meetings of Board of Directors may be held at any place stated in the notice of the meeting.

**Section 6.2 Organization Meetings.** As soon as reasonably practical, following each annual meeting of Members, the Board shall hold a meeting for the purpose of organization, election of Officers and the transaction of other business. Notice of such meetings is not required and meeting may take place immediately after the Annual Meeting.

**Section 6.3 Regular Meetings.** Regular meetings of the Board shall be held monthly or as business dictates or at such time as the Board shall determine at a location within a reasonable proximity to the Project. However, if the business to be transacted by the Board does not require the Board to meet on a monthly basis, said meetings shall be held at least every three (3) months. Notice of regular meetings of the Board may be posted at a prominent place within the Common Area or communicated to the Members in writing and communicated to Directors not less than four (4) days before the meeting.

**Section 6.4 Special Open Meetings.** Special meetings of the Board for any purpose may be called at any time by the President, Secretary or by any two (2) Directors. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be posted in the manner prescribed for notice of regular meetings and shall be sent to all Directors by first class mail not less than four (4) days before the scheduled time of the meeting, or such notice shall be delivered personally or by telephone or electronically not less than forty-eight (48) hours before the scheduled time of the meeting.

**Section 6.5 Notice of Meetings.** Except in an emergency, notice of an open Board meeting shall be given to Members not less than four (4) days before the meeting and notice of an executive session Board meeting shall be given to Members not less than two (2) days before the meeting. Notice of Board meetings shall be given to the Members by General Delivery in accordance with Civil Code Section 4045, including 1) delivery individually by first class mail, 2) inclusion with a document that is delivered by one of the methods provided by Civil Code Section 4045 or 3) by posting in a prominent location in the Properties accessible to all members, provided that such location has been designated in the annual policy statement delivered to all members pursuant to Civil Code Section 5310.

**Section 6.6 Quorum.** A majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business, except to adjourn. Every action done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board. No single Board member may act without the authority of the Board except as expressly authorized by the Governing Documents or the Board.

**Section 6.7 Adjournment.** A majority of a quorum of the Directors may adjourn any Directors' meeting to meet again at a stated date and hour. In the absence of a quorum, a majority of the Directors present at the Directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Unless a meeting is adjourned for more than twenty-four (24) hours, notice of adjournment of any Directors meeting need not be given to absent Directors if the time and place are fixed at the meeting adjourned.

## **Section 6.8 Attendance at Meetings and Executive Sessions.**

Section 6.8.1. Regular and Special Open Meetings. Regular and special open meetings of the Board shall be open to all Members of the Association, but not to any other person unless expressly authorized by the Board. Members shall be entitled to speak at any open meeting regarding any Association business during the Open Forum portion of such meeting subject to any reasonable conditions as to time or otherwise as may be imposed by the Board or meeting chairperson. Members who are not Directors may not participate in any deliberation or discussion of the Board outside of Open Forum unless expressly permitted by the Board.

Section 6.8.2. Executive Session Meetings. The Board may conduct a meeting in executive session to discuss and vote upon personnel matters, formation and termination of contracts with third parties, litigation in which the Association is or may become involved, discipline of a member if the member requests such executive session to discuss same, to obtain the advice of legal counsel and other matters of business of a similar nature. Only Directors and other invited parties and members being disciplined who have requested attendance at an executive session meeting for such purpose, shall be entitled to attend.

Section 6.8.3. Recordation of Meetings. Meetings of the Board may not be recorded by any audio or visual device without the express written authority of the Board of Directors.

**Section 6.9 Emergency Meetings.** An emergency Board meeting may be held at any time without notice as provided in Section 6.5 above. An emergency matter is a matter which could not have been reasonably foreseen by the Board and which requires immediate attention and possible action by the Board, and which of necessity makes it impractical to provide a four-day notice for an open Board meeting or a two-day notice for an executive session Board meeting to the membership.

## **ARTICLE VII OFFICERS**

**Section 7.1 Officers.** The Officers of the Association shall consist of a President, Vice President, Secretary and Treasurer who shall be Directors. One person may hold two (2) or more offices, except the offices of President and Secretary cannot be held by the same person at the same time.

**Section 7.2 Election and Term.** The Officers of the Association, except such Officers as may be appointed in accordance with the provisions of this Article, shall be chosen annually by a majority vote of the Board for a term of one (1) year and each shall hold his or her office until he or she shall resign, or shall be removed or otherwise disqualified to serve, his or her term ends, or his or her successor be elected and qualified.

**Section 7.3 Removal and Resignation from Office.** Any Officer may be removed, with or without cause, by a majority of the Directors at any meeting of the Board. Any Officer may resign at any time by giving written notice to the Board or the President, or to the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified in the resignation. Unless otherwise specified in the resignation, the acceptance of the resignation is not required to make it effective.

**Section 7.4 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

**Section 7.5 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. The President shall preside at all meetings of the Members and at all meetings of the Board. The President, by virtue of his or her office, shall be an ex-officio Member of all standing committees, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

**Section 7.6 Vice President.** In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him or her by the Board or by these Bylaws.

**Section 7.7 Secretary.** The Secretary shall keep, or cause to be kept, a book of the minutes at the principal office or such other place as the Board may order of all meetings of Directors and Members, with the time and place of the meeting, whether regular or special, and if special how authorized, the notice given, the names of those present at the Directors' meetings, the number of Members present or represented at Members' meetings and the proceedings of the meeting. The Secretary shall give or cause to be given, notice of all the meetings of the Members and of the Board required by these Bylaws or by law to be given, and shall keep other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

**Section 7.8 Treasurer.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus.

**Section 7.9 Delegation of Duties.** The Association, acting by and through the Board, may delegate the duties of any of its Officers to committees or employees, including a professional managing agent.



**ARTICLE VIII**  
**MISCELLANEOUS**

**Section 8.1 Fiscal Year.** The fiscal year of the Association shall be as determined by the Board and can be changed at the discretion of the Board.

**Section 8.2 Parliamentary Procedures.** In the event of a dispute concerning the procedural aspects of any meeting of Members which cannot be resolved by reference to these Bylaws or applicable law, the matter shall be resolved by reference to the Revised Robert's Rules of Order or other established parliamentary procedure publication.

**Section 8.3 Personal Liability.** No Member of the Board, or of any Committee of the Association, or any Officer of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any error or omission of the Association, the Board, its authorized agents or employees, if such person has acted in good faith without willful or intentional misconduct.

**Section 8.4 Indemnification of Association.** Every Director and every Officer past or present of the Association shall be indemnified by the Association against expenses and liabilities, including reasonable attorney's fees, incurred or imposed upon him or her in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his or her being, or having been, a Director or an Officer of the Association, or any settlement thereof, except in such cases wherein the Director or Officer is adjudged guilty of gross negligence or malfeasance in the performance of his or her duties. Indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

**Section 8.5 Amendment Procedures.** These Bylaws may be adopted, amended or repealed only by the affirmative vote of Members representing a majority of the total voting power of the Association. Any amendment shall become effective upon the signing of a Certificate of Amendment by the Secretary of the Association which verifies that the amendment was approved by the requisite number or percentage of the Owners and was done in accordance with the procedures set forth in these Bylaws.

**CERTIFICATION**

We, the undersigned, do hereby certify:

1. That each of us is an Officer of Arrowood Master Association, a California non-profit corporation; and
2. That we have counted the ballots of the 2020 Restated and Amended Bylaws for Arrowood Master Association and can confirm and that they have met the necessary number for amending said Bylaws.

In Witness Whereof I sign my name this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Arrowood Master Association

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

In Witness Whereof I sign my name this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Arrowood Master Association

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_