

ASSOCIATION MANAGEMENT GROUP
NEUMILLER & BEARDSLEE
A PROFESSIONAL CORPORATION
POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201

AMENDED AND RESTATED

**BYLAWS OF
BIG TREES VILLAGE PROPERTY OWNERS
ASSOCIATION**

TABLE OF CONTENTS

ARTICLE 1 PURPOSE AND DEFINITIONS

Section 1.01. Purpose; Declaration; Articles of Incorporation	1
Section 1.02. Definitions.....	1
Section 1.03. Titles; Internal References	2
Section 1.04. Scope of Rules	2
Section 1.05. Corporations Code References.....	2

ARTICLE 2 OFFICES

Section 2.01. Principal Office	3
--------------------------------------	---

ARTICLE 3 MEMBERS' MEETINGS

Section 3.01. Place of Meetings.....	3
Section 3.02. Annual Meetings	3
Section 3.03. Special Meetings	3
Section 3.04. Notice of Meetings.....	3
Section 3.05. Action without Meeting	4
Section 3.06. Quorum	4
Section 3.07. Voting-General	4
Section 3.08. Method of Voting.....	4
Section 3.09. Proxies.....	5
Section 3.10. Order of Business.....	5
Section 3.11. Conduct at Meetings	5
Section 3.12. Matters for Action at Meetings	5

ARTICLE 4 DIRECTORS; MANAGEMENT

Section 4.01. Powers.....	6
Section 4.02. Number of Directors	6
Section 4.03. Nomination, Election, and Tenure of Office.....	6
Section 4.04. Vacancies	6
Section 4.05. Removal of Directors.....	7

ARTICLE 5 DIRECTORS' MEETINGS

Section 5.01. Place of Meetings.....	8
Section 5.02. Organization Meetings.....	8
Section 5.03. Other Regular Meetings	8
Section 5.04. Special Meetings	8
Section 5.05. Emergency Meetings.....	8
Section 5.06. Notice of Meetings.....	8
Section 5.07. Executive Session	8
Section 5.08. Waiver or Consent	9
Section 5.09. Meetings by Electronic Transmission, Telephone, or Video	9
Section 5.10. Quorum	9
Section 5.11. Right of Attendance at Meetings	9

TABLE OF CONTENTS

Section 5.12. Action without Meeting	9
Section 5.13. Notices Required by Law	9
ARTICLE 6 OFFICERS	
Section 6.01. Officers	9
Section 6.02. Election	9
Section 6.03. Subordinate Officers	10
Section 6.04. Removal and Resignation.	10
Section 6.05. Vacancies	10
Section 6.06. Officer Duties, General	10
Section 6.07. President.....	10
Section 6.08. Vice President	10
Section 6.09. Secretary	10
Section 6.10. Treasurer	11
ARTICLE 7 EXECUTIVE AND OTHER COMMITTEES AND DELEGATION	
Section 7.01. Executive and Other Committees.....	11
Section 7.02. Delegation to Agent	11
ARTICLE 8 CORPORATE RECORDS AND REPORTS; INSPECTION	
Section 8.01. Records	11
Section 8.02. Inspection of Books and Records.....	11
Section 8.03. Budgets and Annual Reports.....	12
ARTICLE 9 ASSOCIATION MEMBERSHIP	
Section 9.01. Association Membership and Use Rights.	12
Section 9.02. Voting Rights of Association Members	13
Section 9.03. No Certificates of Membership.....	13
ARTICLE 10 ASSOCIATION MEMBERSHIP DUES AND FEES AND THE SETTING OF DUES AND FEES	
Section 10.01. Assessment of Association Memberships	13
Section 10.02. Collection of Assessments, Fees and Charges	13
Section 10.03. Pool Charges	13
Section 10.04. Other Fees	14
ARTICLE 11 USE OF ASSOCIATION FACILITIES AND DESIGN GUIDELINES	
Section 11.01. Use of Association Facilities.....	14
Section 11.02. Use of Pool.....	14
Section 11.03. Prohibited Use of Pool	14
Section 11.04. Other Use	14
Section 11.05. Design and Use Guidelines	14

TABLE OF CONTENTS

ARTICLE 12
DISCIPLINE

Section 12.01. Discipline 14
Section 12.02. Enforcement; Damages 14
Section 12.03. Powers to Remedy and Correct Violations 15
Section 12.04. Notice and Hearing 16

ARTICLE 13
INDEMNIFICATION

Section 13.01. General 17
Section 13.02. Non-Liability of Agents 17
Section 13.03. Contractual Indemnity 17

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.01. Checks, Drafts, Etc. 17
Section 14.02. Execution of Contracts and Instruments 17
Section 14.03. Amendments to these Bylaws. 17
Section 14.04. Restatements 18
Section 14.05. Statutory References 18

EXHIBITS

EXHIBIT A Design and Use Guidelines for Big Trees Village

AMENDED AND RESTATED
BYLAWS
OF
BIG TREES VILLAGE PROPERTY OWNERS ASSOCIATION

ARTICLE 1
PURPOSE AND DEFINITIONS

Section 1.01. **Purpose; Declaration; Articles of Incorporation.** These Bylaws are adopted for the purpose of governing the affairs of the Big Trees Village Property Owners Association, a California non-profit mutual benefit corporation (“**Corporation**”) subject to the Amended and Restated Articles of Incorporation of this corporation (“**Articles**”). The primary purpose of the Corporation is to own certain real property (“**Association Facilities**”) located adjacent to those real estate developments located in Calaveras County, California commonly referred to as “Big Trees Village” and to construct, manage, repair and replace the improvements including landscaping located on such real property for the benefit of the Members of the Corporation.

Section 1.02. **Definitions.** This Section identifies capitalized words and terms used in this document, and the location of definitions for such words and terms.

- A. The term “*Articles*” means the articles of incorporation of the Corporation.
- B. The term “*Association Member*” has the meaning set out in **Section 9.01.A.**
- C. The term “*Association Facilities*” refers to the real estate owned by the Corporation including the recreational facilities owned by the Corporation.
- D. The term “*Big Trees Village*” means the subdivisions described in Section C.1 of Article II of the Articles.
- E. The term “*Board*” has the meaning set forth in **Section 4.01.**
- F. The term “*Budget*” has the meaning as set forth in **Section 8.03.A.**
- G. The term “*Corp. Code*” means the California General Corporation Law (*Title 1, Division 1* of the *Corp. Code*), the Non-Profit Mutual Benefit Corporation Law (*Title 1, Division 2, Parts 1 and 3* of the *Corp. Code*).
- H. The term “*Director*” means a member of the Board.
- I. The term “*Dues*” refers to amounts that may be levied by the Corporation as provided by *Corp. Code Section 7351* and Article 10 and includes “*Regular (Annual) Dues*” and “*Special Dues*.”
- J. The term “*Fee*” refers to any fee charged by the Corporation for use of the swimming pool facility or for the use of any other Association Facility.

K. The term “Fiscal Year” means the period between May 1st and April 30th of the following calendar year.

L. The term “*Long Term Tenant*” has the meaning set out in **Section 9.01.B**.

M. The term “*Lot*” means the subdivided parcels described as Lots in Section C.1 of Article II of the Articles.

N. The term “*Majority*” has the meaning set out in **Section 3.08.D**.

O. The term “*Minutes of Proceedings*” has the meaning set forth in **Section 8.01.B**.

P. The term “*Membership Year*” means the period between May 1st and April 30th of the following calendar year.

Q. The term “*Outside User*” has the meaning set out in **Section 10.03**.

R. The term “*Proceeding*” has the meaning set forth in **Section 13.01**.

S. The term “*Owner*” means an owner of a Lot.

T. The term “*Record Date*” has the meaning set forth in **Section 3.08.A**.

U. The term “*Register*” has the meaning set forth in **Section 6.09.B**.

V. The term “*Rules*” refers to those adopted by the Corporation pursuant to **Section 1.04**.

Section 1.03. **Titles; Internal References.** The Table of Contents and all titles used in these Bylaws, including the titles of Articles, Sections, and Subsections, are intended solely for convenience of reference and shall not affect the content of such provisions. Any numbered or lettered subdivision of a Article is referred to as a Section. Any reference to a Section or an Article refers to such Section or Article within these Bylaws, unless the context indicates the reference is made to a different document.

Section 1.04. **Scope of Rules.** The Corporation may adopt Rules as authorized or required by these Bylaws including, without limitation, Rules related to any of the following matters: (i) qualifications of Directors, as provided in **Section 4.03.B**; (ii) Dues and fee collection procedures as provided in **Section 10.04**; (iii) the inspection of records as provided in **Section 8.02.B**; (iv) the conduct of meetings of the Association Members and of the Board; and (v) the use of Association Facilities.

Section 1.05. **Corporations Code References.** This Corporation is a non-profit mutual benefit corporation within the meaning of the *Corp. Code*. All references to the *Corp. Code* in these Bylaws are made for the convenience of identifying certain provisions or requirements, or both and do not mandate that the corporation comply with the provision or requirement unless compliance is required by law or expressly stated in the reference.

ARTICLE 2 OFFICES

Section 2.01. **Principal Office.** The principal office for the transaction of business of the Corporation shall be determined by the Board by resolution. The Board may change the place of the principal office to a different location.

ARTICLE 3 MEMBERS' MEETINGS

Section 3.01. **Place of Meetings.** All meetings of the Association Members shall be held at a location determined by the Board.

Section 3.02. **Annual Meetings.** Meetings of the Association Members shall be held annually on the Saturday before Labor Day at a time set by a resolution of the Board. At annual meetings, the ballots for the election of directors shall be counted and the Association Members shall consider reports of the affairs of the Corporation, and transact such other business as may properly be brought before the meeting. The Board may change the time and date of the annual meeting to another time and date. If a quorum is not present at the annual meeting, any business duly Noticed for the annual meeting may be transacted at the next regularly scheduled Board meeting, which shall be considered the annual meeting of Association Members.

Section 3.03. **Special Meetings.** The President may call a special meeting of Association Members for any purpose or purposes. In addition, the Board shall call a special meeting of Association Members, for any purpose or purposes, upon the following actions.

A. **Board Action.** The vote for such a meeting by a majority of a quorum of the Board.

B. **Association Member Request.** Receipt by the Board of a written request for such a meeting, signed by Association Members, representing at least five percent (5%) of the total voting power of the Corporation.

Section 3.04. **Notice of Meetings.**

A. **Service.** Written notice of all Association Members' meetings, both annual and special, shall be given to each Association Member entitled to vote. The notice shall be given either personally or by mail, or other means of written communication, or by electronic transmission, subject to the requirements of *Corp. Code §7511*, addressed to the Association Member at the address of such Association Member appearing on the books of the Corporation, or given by the Association Member to the Corporation for purposes of notice. Such notice shall be given not less than ten (10) days or more than ninety (90) days before the date of the meeting; provided that, if notice is given by mail and the notice is not mailed by first-class, registered, or certified mail, such notice shall be given not less than twenty (20) days before the meeting.

B. **Content.** For any meeting, such notice shall state the place, date, and time of the meeting, unless such information is fixed by these Bylaws, and if applicable the means of electronic transmission by and to the Corporation, or electronic video screen communication, if any, by which Association Members may participate in the meeting. The notice shall also state (i) in the case of a regular meeting those matters which the Board at the time the notice is given, intends to present but any proper matter may be presented at the meeting except as provided by *Corp. Code Section 7512(b)* and

(ii) in the case of a special meeting the general nature of the business to be transacted and no items of business may be transacted, except for the items of business so noticed. For the annual meeting, the Notice shall also state those matters which the Board, at the time of giving the notice, intends to present for action by the Association Members. Any action by the Association Members will be by written ballot not conducted at an Association Member's meeting as provided by **Section 3.10**.

C. **Notice of Adjourned Meeting.** Notice of the time and place of adjourned meetings shall be given in the manner prescribed for Notice of annual or special meetings, unless such adjourned meeting is held at a time and place fixed at the original meeting. No meeting may be adjourned for more than forty-five (45) days after the original meeting. If, after the adjournment, the Board fixes a new Record Date, a Notice shall be given to each Association Member who, on such new Record Date, is entitled to vote at such meeting

Section 3.05. **Action without Meeting.** Any action that may be taken at a meeting of the Association Members, except the approval of agreements to merge or consolidate with other corporations and election of Directors, may be taken without a meeting, pursuant to applicable law.

Section 3.06. **Quorum.**

A. **Vote Requirement.** The presence, in person or by proxy of Association Members entitled to cast a vote must be at least twenty-five percent (25%) of the total votes of all Members, is required for and constitutes a quorum for the transaction of business at any meeting, except as required by applicable law.

B. **Adjournment for Lack of Quorum.** If a quorum is not present at a meeting, the Association Members present, in person, or by proxy, may adjourn the meeting, by the vote of such Association Members, to a date not less than five (5) days or more than thirty (30) days from the date of the original or adjourned meeting.

Section 3.07. **Voting-General.** All voting by Association Members for the election of Directors and the amendment of the Articles or these Bylaws shall be by written ballot. Voting may also be done by electronic means pursuant to *Corp. Code 7510(f)* as provided by the Rules. If there is an election of directors and only one person is nominated for each director position subject to the election the Board may dispense with the election and declare the persons so nominated as elected.

Section 3.08. **Method of Voting.** Written ballot shall be transmitted to Association Members by mail and the votes counted at an Association Membership or Board meeting. Voting may also be done by electronic means as provided in **Section 3.07**. Only Association Members whose names stand on the records of the Corporation as of the Record Date for any meeting or election are entitled to vote. When voting is by written ballot without a meeting, ballots equaling or exceeding a quorum of the Association Members must be received for there to be a valid election.

A. **Record Date.** The "**Record Date**" for any election shall be the date not more than ninety (90) days, or less than ten (10) days, before the date of the meeting, fixed by the Board for the determination of Association Members of record ("**Record Date**"). Unless otherwise determined by the Board, the Record Date shall be the date on which the ballots are mailed, if the vote is to be conducted by written ballot.

B. **The Power to Cast Votes.** For an Association Member who is an individual, the power to cast such Association Member's vote may be exercised by: (i) Association Member's conservator; (ii) guardian of the Association Member's estate; (iii) parent(s) entitled to custody

of an Association Member, if the Association Member is a minor; or (iv) executor or administrator of a deceased Association Member's estate, if the Association Member's interest in a Lot is subject to estate administration. For an Association Member that is an entity, the power to cast such Association Member's vote may be exercised by: (a) an officer of an Association Member that is a corporation; (b) a general partner of an Association Member that is a partnership; (c) an Association Member or a manager of an Association Member that is a limited liability company; (d) a trustee or beneficiary of an Association Member that is a trust; or (e) another person appointed, in writing, by an entity Association Member to serve as the agent and representative of the entity Association Member.

C. **Cumulative Voting Prohibited.** Cumulative voting is prohibited.

D. **Effect of Vote Held by Multiple Interests.** If an Association Membership of a single Lot stands in the name of two (2) or more persons, whether fiduciaries, trustees, or co-trustees of a trust, joint tenants, tenants-in-common, or as community property, such Association Member's vote shall have the following effect, unless the Secretary is given written Notice to the contrary, and is furnished with a copy of the instrument or order appointing such persons or creating the relationship which would compel a different result: (i) if only one (1) votes, such act binds all Owners; (ii) if more than one (1) vote, the act of the Majority so voting binds all if there is a Majority; or (iii) if more than one (1) votes and there is no Majority, then the votes will be treated as abstaining. "Majority" as used in this Section means the majority percentage of the Ownership interests in a Lot. In no case shall the Association Membership interest of any Lot be entitled to more than one (1) vote.

E. **Rights.** Each Association Member may vote on all matters properly submitted for vote to the Association Membership of the Corporation.

F. **Voting Rules.** When any provision of the Declaration, the Articles, or these Bylaws requires the vote or consent of the Association Members, the provisions of this Section shall apply, unless the provision specifically provides otherwise.

Section 3.09. **Proxies.** The execution and use of proxies and the exercise of proxy rights by Association Members is allowed.

Section 3.10. **Order of Business.** Consistent with the purposes and objectives of a meeting, the following order of business shall be observed: (i) calling the roll; (ii) reading of Notice and proof of call of meeting; (iii) presentation of minutes of prior meeting; (iv) reports of the Association Manager and the Board (v) reports of committees (if any); (vi) counting of ballots for an election and the announcement of election results; and (vii) miscellaneous. Meetings shall be conducted by the officers in order of their priority. The agenda may include a time for general comments from Association Members.

Section 3.11. **Conduct at Meetings.** Meetings of the Association Membership shall be conducted in accordance with any recognized system of parliamentary procedure, or such parliamentary procedures as the Corporation may adopt by Rule. If no parliamentary procedures are adopted by the Corporation, the latest edition of Robert's Rules of Order shall be the system used at meetings. Association Members shall have the right to speak at meetings, subject to any time limitations adopted by the Board.

Section 3.12. **Matters for Action at Meetings.** Any proper matter for action may be presented at any Association Members' meeting, including any adjourned Association Members' meeting, subject to any requirement that requires notice of such matter in the Notice of such meeting.

ARTICLE 4
DIRECTORS; MANAGEMENT

Section 4.01. **Powers.** Subject to the limitations of the Articles, these Bylaws, and the laws of the State of California, as to actions to be authorized or approved by the Association Members, all corporate powers shall be exercised by or under authority of, and the business and affairs of this Corporation shall be controlled by, a Board of Directors (“**Board**”).

Section 4.02. **Number of Directors.** The number of Directors shall be seven (7), unless changed by an amendment to these Bylaws.

Section 4.03. **Nomination, Election, and Tenure of Office.**

A. **Nomination and Election.** Any Association Member may self-nominate or may be nominated by another Association Member in the manner determined by the Board for the election. Nominations for elections to the Board may be made in any other reasonable manner approved by the Board. The Board may provide an opportunity for each nominee nominated to a Director position, to communicate to the Association Members the nominee’s qualifications and the reasons for the nominee’s candidacy, and to solicit votes. All Directors shall be elected by written ballot in accordance with **Section 3.08**. Each Director’s term of office shall begin immediately after the Director’s election or appointment.

B. **Qualifications of Directors.** All Directors must be Association Members, or the representative of an entity that is an Association Member, and meets the qualifications established in these Bylaws and in any Rules. During a Director’s tenure and as a condition to the Director’s eligibility, the Director or the entity for which the Director is a representative must pay the applicable pool access fee. If the Director or the entity that the Director represents is delinquent in the payment of dues, fees or other amounts owed to the Association or which has had its Association Membership privileges suspended by the Corporation, at the time of the election or during such Director’s term of office the Director becomes unqualified to hold office. A representative may be an officer of an Association Member that is a corporation, a general partner of an Association Member that is a partnership, an Association Member or a manager of an Association Member that is a limited liability company, and a trustee or beneficiary of a trust that is an Association Member or another person specifically appointed by the Owner, in writing, to serve as the agent and representative of the Owner. Only one Association Member who is an Association Member due to ownership of a jointly owned Lot may be a Director at the same time. A Member whose spouse or domestic partner is a Director is not eligible to be a Director. Directors shall also meet the qualifications established in these Bylaws and in any Rules.

C. **Tenure of Office.** Three (3) Directors shall be elected in odd-numbered years and four (4) Directors shall be elected in even-numbered years for a two (2) year term. Directors may serve no more than two (2) consecutive two (2) year terms, however Directors appointed to fill a vacant Director’s position may serve two (2) consecutive two (2) year terms immediately following the end of the term for which they were appointed.

Section 4.04. **Vacancies.**

A. **Vote by Directors.** Any vacancy on the Board may be filled by appointment by any remaining Directors, whether or not less than a quorum, or by a sole remaining Director. If the vacancy is for a position for which there was a contested election the runner up candidate will be appointed to the director’s position if that candidate is qualified and will accept the position. Any

Director so appointed shall serve until the conclusion of the remainder of the term of that Director position to which the Director is appointed, and a replacement is elected and qualified.

B. **Vote by Association Members.** The Association Members may vote to perform the following:

1. **Filling Vacancies.** Elect a Director at any time to fill any vacancy not filled by the Directors; and

2. **Board Expansion.** Elect Directors at any meeting at which an amendment to the Articles or these Bylaws is adopted, authorizing an increase in the number of Directors.

C. **Determination of Vacancy.** A vacancy shall be deemed to exist under any of the following conditions:

1. **Death; Resignation; Removal.** Upon the death, resignation, or removal of any Director;

2. **Board Expansion.** If the Association Members increase the authorized number of Directors, but fail at the same meeting or any adjournment of such meeting, to elect the additional required Director or Directors;

3. **Association Member Vote.** If the Association Members fail to elect the full number of authorized Directors; or

4. **Board Declaration of Vacancy.** Upon declaration by the Board of any vacancy in the office of any Director who has been declared of unsound mind by a final order of the court or who has been convicted of a felony. The Board may also declare vacant the office of any Director who has failed to: (i) attend three (3) consecutive Board meetings with or without an excused absence, due to illness or other factor; (ii) communicate with the Board as to any business of the Corporation which has been delegated to such Director; (iii) meet any qualification that was in effect at the beginning of that Director's current term of office, pursuant to *Corp. Code §7221* or other applicable law; or (iv) meet any of the qualifications as required by **Section 4.03.B**. If a Director has qualified as a representative of an entity that is an Association Member, pursuant to **Section 4.03.B**, but has subsequently lost that position as a representative of such Association Member and no longer represents such entity, then the Board may declare such Director position vacant.

D. **Resignation.** If the Board accepts the resignation of a Director tendered to take effect at a future time, the Board or the Association Members may elect a successor whose term of office shall commence when the resignation becomes effective.

Section 4.05. **Removal of Directors.**

A. **General.** Any or all Directors may be removed from office in the manner provided in the Corp. Code. The effective date of any such removal shall supersede the effective date of any resignation tendered by the Director so removed.

B. **Reduction Not Sufficient to Remove.** No reduction of the number of Directors shall operate to remove any Director prior to the expiration of such Director's term of office.

ARTICLE 5 DIRECTORS' MEETINGS

Section 5.01. **Place of Meetings.** Meetings of the Board shall be held at a location designated for that purpose by the Board.

Section 5.02. **Organization Meetings.** The organization meeting of the Board shall be held each year immediately following the adjournment of the annual meeting of the Association Members.

Section 5.03. **Other Regular Meetings.** Regular meetings of the Board shall be the annual organization meeting and any other meetings the time of which is set either by these Bylaws, or by Board resolution. The Board may set regular meetings with any frequency it desires.

Section 5.04. **Special Meetings.** Special meetings of the Board are any meetings other than regular meetings. Special meetings of the Board may be called at any time by: **(i)** the President or, if the President is absent or unable or refuses to act, by any Vice President; or **(ii)** by any two (2) Directors.

Section 5.05. **Emergency Meetings.** Emergency meetings of the Board are special meetings called if there are circumstances that could not be reasonably foreseen which require immediate attention and possible action by the Board. An emergency meeting of the Board may be called by the President, or by any two (2) Directors other than the President. Emergency meeting can be conducted by electronic transmission, if all directors, individually or collectively, give their written consent to holding the meeting by electronic transmission and if the written consents are filed with the minutes of the meeting. The written consents may be transmitted electronically by the directors.

Section 5.06. **Notice of Meetings.** Notice of Board meetings, both regular and special, is required pursuant to this Section.

A. **Notice to Directors.** Notice to the Directors of the time and place of special meetings of the Board, shall be given a minimum of four (4) days' Notice to the Directors by first class mail, or forty-eight (48) hours' notice, delivered personally, or by telephone, including a voice messaging system, or by electronic transmission by the Corporation. For emergency meetings of the Board, Notice to the Directors will be given as quickly as practically possible by the means provided for other special meetings that are most likely to provide actual Notice to each of the Directors. No Notice need be given to Directors of regular meetings of the Board. Any written Notice shall set forth the date, time, and place of the meeting, and the nature of any special business to be conducted at the meeting. Notices sent by mail shall be: **(i)** addressed to the Director at the Director's address, as shown upon the records of the Corporation, or, if it is not shown on such records, or is not readily ascertainable, at the place where the meetings of the Directors are regularly held; and **(ii)** deposited in the United States mail prior to the Notice periods set forth in this Section.

B. **Notice of Adjournment.** Notice of the date, time, and place of holding an adjourned meeting shall be given to the absent Directors, prior to the time of the adjourned meeting, pursuant to applicable law.

Section 5.07. **Executive Session.** The Board may, with the approval of a majority of the Directors present, adjourn a meeting and reconvene in a meeting excluding all persons, except Directors and persons permitted by law ("**Executive Session**"). In Executive Session, the Board may discuss: **(i)** personnel matters; **(ii)** matters that relate to the formation of contracts with third (3rd) parties; **(iii)** litigation in which the Corporation is or may become involved; and **(iv)** business of a similar nature.

Any matter discussed in Executive Session shall be generally noted in the minutes of the immediately following Board meeting that is open to the entire Association Membership.

Section 5.08. **Waiver or Consent.** Notice of a meeting, whether regular or special, need not be given to any Director who signs a waiver of Notice or a written consent to holding the meeting. All such waivers and consents shall be filed with the corporate records or made a part of the Minutes of the Proceedings.

Section 5.09. **Meetings by Electronic Transmission, Telephone, or Video.** Meetings may be conducted by an electronic conference in which a majority of the Association Members of the Board, in different locations, are connected by audio or audio-video. An electronic conference meeting shall be conducted in a manner that protects the rights of Association Members and otherwise complies with the requirements of these Bylaws and applicable law including *Corp. Code Section 7211(a)(6)*. Participation by Directors in an electronic conference meeting constitutes their presence at that meeting as long as all Directors participating in the meeting are able to hear one another and hear Association Members who are speaking on matters before the Board.

Section 5.10. **Quorum.** A majority of the Directors shall be necessary to constitute a quorum for the transaction of business, and the action of a majority of the Directors present at a meeting duly held at which a quorum is present, is valid as a corporate act; a majority of the Directors present, in the absence of any quorum, may adjourn from time to time, but may not transact any business.

Section 5.11. **Right of Attendance at Meetings.** All meetings of the Board and committees of the Board shall be open to all Association Members and Long Term Tenants, except when the Board is meeting in Executive Session, or taking action without meeting. To the extent permitted by law, the Board may provide for the video or audio media recording of its meetings, and may prohibit such recording by other persons, provided such restriction applies as between Association Members in a non-discriminatory fashion.

Section 5.12. **Action without Meeting.** The Board may take action by unanimous written consent without meeting if all Directors consent in writing to the action to be taken. The Board shall also post a written explanation for the action after such consent or consents are filed with the Minutes of Proceedings. Any action of the Board taken pursuant to such written consent or consents shall have the same force and effect as a unanimous vote of the Directors.

Section 5.13. **Notices Required by Law.** The Corporation shall comply with the Notice requirements of applicable law.

ARTICLE 6 OFFICERS

Section 6.01. **Officers.** The officers of the Corporation shall be a President or Chief Executive Officer, one or more Vice Presidents, a Secretary, and a Treasurer.

Section 6.02. **Election.** The officers of the Corporation, except such officers as may be appointed in accordance with **Sections 6.03** or **6.05**, shall be chosen annually by the Board, and each shall hold office until such officer resigns or is removed or is otherwise disqualified to serve, or until a successor is elected and qualified.

Section 6.03. **Subordinate Officers.** The Board may appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, and have such authority and perform such duties as are provided in these Bylaws or as the Board may determine.

Section 6.04. **Removal and Resignation.**

A. **Removal.** Any officer may be removed, either with or without cause, by a majority of the Directors then serving, or by any officer upon whom such power of removal may be conferred by the Board. For an officer chosen by the Board, only the Board may remove such officer.

B. **Resignation.** Any officer may resign at any time by giving written Notice to the Board or to the President or Secretary. Any such resignation shall take effect at the date of the receipt of such Notice or at any later time specified in such Notice. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6.06. **Officer Duties, General.** The officers shall perform their duties as set out in this Article, to the extent that their duties have not been delegated to an agent of the corporation.

Section 6.07. **President.** The President shall be the chief executive officer of the Corporation and shall, have general supervision, direction and control of the business and officers of the Corporation. The President shall preside at all meetings of the Association Members and at all meetings of the Board, shall be an ex-officio Association Member of all the committees, including the executive committee, 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 these Bylaws.

Section 6.08. **Vice President.** In the absence or inability of the President, the Vice President(s) shall perform, in order of their rank, as fixed by the Board, or, if not ranked, in the order appointed by the Board, all the duties of the President, and, when so acting, shall have all the powers of, and be subject to, all the restrictions upon the President. The Vice President(s) shall have such other powers and perform such other duties as may be prescribed for them, respectively, by the Board or by these Bylaws.

Section 6.09. **Secretary.** The Secretary shall perform the duties described in this Section.

A. **Corporate Book.** The Secretary shall keep or cause to be kept at the principal office a book of minutes of all meetings of Directors and Association Members, setting forth the following items: (i) the Minutes of Proceedings, and how such proceedings are authorized, and the Notice thereof given; (ii) the names of those present at Directors' meetings; and (iii) the number of votes present or represented at Directors' meetings.

B. **Register.** The Secretary shall keep or cause to be kept at the principal office, an Association Membership register showing the names of the Association Members, their mailing addresses, and the number of votes held by each ("**Register**").

C. **Completion of Amendments.** The Secretary shall execute, acknowledge, and cause to be recorded any certificate of amendment to the Articles or these Bylaws, upon adoption of such amendment in accordance with the Declaration or these Bylaws.

Section 6.10. **Treasurer.** The Treasurer shall perform the duties described in this Section.

A. **Records.** 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 Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and any monies and funds handled for the Association Members.

B. **Disbursements; Deposits; Accountings.** The Treasurer shall deposit monies and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board. The Treasurer shall: (i) disburse the funds of the Corporation, as may be ordered by the Board; (ii) render to the President and Directors, whenever they request it, an account of all transactions of the Treasurer and of the financial condition of the Corporation; and (iii) have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

ARTICLE 7 EXECUTIVE AND OTHER COMMITTEES AND DELEGATION

Section 7.01. **Executive and Other Committees.** The Board may appoint committees, as may be necessary, with such powers as it may designate, consistent with the Governing Documents and applicable law. The Board may appoint the Association Members of committees and the Association Members of committees shall hold office at the pleasure of the Board. The Association Members of a committee do not need to be Directors, except for an executive committee, as defined by *Corp. Code* §7212.

Section 7.02. **Delegation to Agent.** To the extent allowed by law, the Board may delegate the duties of the officers to an agent.

ARTICLE 8 CORPORATE RECORDS AND REPORTS; INSPECTION

Section 8.01. **Records.** The Corporation shall maintain at a location designated by the Board, the following items, in written form.

A. **Corporate Documents.** The Corporation's Articles and Bylaws, amended to date, adequate and correct accounts, books, and records of the Corporation's business and properties, and the business and properties of Association Members with which the Corporation is entrusted.

B. **Minutes.** Minutes of the meetings of the Association Members, the Board, and any committees of the Board ("**Minutes of Proceedings**").

C. **Association Membership Register.** The Register.

Section 8.02. **Inspection of Books and Records.** Every Director may, at any reasonable time, inspect, and make abstracts or copies of all books, records, and documents of every kind of the Corporation, and inspect the physical properties owned or controlled by the Corporation.

A. **By Association Members.** An Association Member, or the Association Member's duly appointed representative, shall have access to corporate records and information as provided by *Corp. Code Sections 8325* (voting results), *8330* (information on Association Members), *8333* (accounting records and Board and Association Member meeting minutes) and other applicable law.

B. **Inspection Rules.** The Corporation may, by Rule, prescribe: (i) the Notice to be given to the Secretary, or other person designated by the Corporation to control the keeping and distribution of the records of the Corporation ("Custodian") by the Association Member desiring to make the inspection; (ii) the hours and days of the week when such inspection may be made; and (iii) charges to be assessed for the reproduction of documents requested by an Association Member. The Notice to the Custodian shall include: (a) the time and date requested by the Association Member; (b) an alternative date and time if the Custodian requires it; and (c) the purpose for such inspection.

C. **Documents Not Available.** The Corporation may withhold or redact information from the Association Records to protect confidential information and information related to Association Members that is not required by law to be released.

Section 8.03. **Budgets and Annual Reports.**

A. **Budget.** The Corporation shall cause to be prepared and distributed annually to the Association Members not more than ninety (90) days, nor less than thirty (30) days before the beginning of the Fiscal Year a Budget ("**Budget**"), for that Fiscal Year in the form of a pro forma operating statement which shall include the projected estimated revenue and expenses for the Fiscal Year for which the budget is prepared. If the Corporation maintains reserves for the maintenance, repair and replacement of improvements to the Association Facilities the Budget shall also include a summary of the reserves.

B. **Annual Report.** The Board shall cause to be prepared and distributed to the Association Members an annual report consisting of the items required pursuant to *Corp. Code Section 8321* and other applicable law, within one hundred twenty (120) days of the close of the Fiscal Year.

ARTICLE 9 ASSOCIATION MEMBERSHIP

Section 9.01. **Association Membership and Use Rights.**

A. **Association Members.** Association Members are owners of Lots within Big Trees Village who have fully paid the Regular Dues and Special Dues for the Association Membership Year. Association Members have full voting rights and full use of the Association Facilities used for recreation except for the pool. If the Membership has been suspended or terminated under **Article 12** for a violation of these Bylaws or the Rules, the Corporation can require that the Member in violation cure the violation in order to be reinstated as an Association Member. If a violation relates to a violation of the Design and Use Guidelines, the Corporation can require a successor owner of a Lot to cure the violation in order to become an Association Member, whether or not disciplinary action was taken against the prior owner who created or allowed the violation. The Board can allow a person or persons to become an Association Member or be reinstated as an Association Member while violations are being cured on terms determined by the Board.

B. **Long Term Tenants.** Long Term Tenants are tenants of Lots within Big Trees Village having leases of one year or more in duration who in addition have fully paid the equivalent

of Regular Dues for the Membership Year. Long Term Tenants are associate members of the Corporation who do not have voting rights or the right to be Directors but have the full use of the Association Facilities except for the swimming pool, which requires the separate payment as provided by **Subsection C**.

C. **Pool Fee.** Association Members and Long Term Tenants may use the swimming pool facility maintained by the Corporation if they pay the applicable Pool Fee set by the Corporation for the Association Membership Year in addition to Regular Dues. Any use of the swimming pool facility is subject to the Rules.

Section 9.02. **Voting Rights of Association Members.** There is a single vote for each Association Member. Long Term Tenants do not have voting rights. The persons who can cast votes for each Lot and the procedure for voting when the ownership of a Lot is held by multiple interests is set out in **Section 3.08.D**.

Section 9.03. **No Certificates of Membership.** The Corporation shall not issue certificates of Membership.

ARTICLE 10

ASSOCIATION MEMBERSHIP DUES AND FEES AND THE SETTING OF DUES AND FEES

Section 10.01. **Assessment of Association Memberships.** Association Members and Long Term Tenants may be charged dues and fees as provided by *Corp. Code Section 7351*. The dues will consist of Regular Dues which will be set by the Corporation by a resolution of the Board for each Association Membership Year based on the Budget for that year and Special Dues which shall be levied from time to time to raise funds for any operating deficits and to raise funds for any capital improvements. The amount of the Dues, the time of payment and when the Dues are delinquent may be set by the Corporation from time to time. If the Dues are not paid when delinquent the Association Member or Long Term Tenant is subject to discipline as provided in **Article 12**. The Corporation may add a surcharge to the Regular Dues payable by any Association Member or Long Term Tenant to pay for a prorated portion of a special assessment for the construction, maintenance or replacement of improvements to the Association Facilities, which was not paid by such Member or such Member's predecessor, or such Long Term Tenant or the owner of the Lot of which they were a tenant. The prorated portion shall be calculated based on, the cost of the improvement plus an interest factor divided by the years over which the improvement is depreciated as determined by the Board and then divided by the estimated number of Members and Long Term Tenants for the year in which the surcharge is made.

Section 10.02. **Collection of Assessments, Fees and Charges.** The Corporation may charge a late fee of ten percent (10%) of any Dues, fee or charge that is not paid by the payment date or a lower rate as set by Rule. The Corporation may also charge interest on any Dues, fee or other charge not paid by the payment date at the rate of ten percent (10%) per year or a lower rate set by Rule.

Section 10.03. **Pool Charges.** The Corporation from time to time may set a separate fee or fees ("**Pool Fee**") for the use of the Corporation's swimming pool facility. The Corporation may set multiple fee levels based on any reasonable factor including the amount of use and the times of use by the users. The fee will be paid by both Association Members and Long Term Tenants in addition to the Dues. The Corporation may from time to time extend the use of the swimming pool facility to persons who are not owners, residents or tenants of Lots within Big Trees Village ("**Outside Users**") for the payment of a pool usage fee set from time to time. The Corporation may also set multiple fee levels for the pool usage fee paid by Outside Users.

Section 10.04. **Other Fees.** The Board from time to time may set fees for the use of other Association Facilities as appropriate.

ARTICLE 11 USE OF ASSOCIATION FACILITIES AND DESIGN GUIDELINES

Section 11.01. **Use of Association Facilities.** The Association Facilities shall be used only by Association Members, Long Term Tenants, Outside Users and their immediate families and guests.

Section 11.02. **Use of Pool.** The swimming pool shall be used only by Association Members, Long-Term Tenants, and Outside Users who have paid the applicable Pool Use Fee for the period of use and their immediate families and guests as such use is determined by the Board. The Corporation by Rule may set limits on the number of persons using the swimming pool at any one time.

Section 11.03. **Prohibited Use of Pool.** No Association Member, Long Term Tenant or Outside User may bring as a guest (or allow to be brought as a guest) to the swimming pool facility any person who is the owner of a Lot, the tenant or resident of a Lot or guest of the owner of a Lot. Any violation of this provision will allow the Board to suspend the rights of the Association Member, Long Term Tenant or Eligible User's to use the swimming pool facility.

Section 11.04. **Other Use.** The Board may grant the right to use the Association Facilities to persons or entities otherwise not eligible to use such facilities on a single use basis on terms set by the Board.

Section 11.05. **Design and Use Guidelines.** The Design and Use Guidelines for Big Trees Village are attached to these Bylaws as *Exhibit A* and incorporated into these Bylaws by this reference. The Design and Use Guidelines are standards for the architectural control and use of the Lots.

ARTICLE 12 DISCIPLINE

Section 12.01. **Discipline.** If an Association Member or Long Term Tenant (for the purpose of this **Article 12**, Association Members and Long Term Tenants shall be collectively referred to as "**Members**") violates these Bylaws or the Rules including violation of the Design and Use Guidelines the Corporation can: (i) Suspend (as defined below) the Member's right to use the Association Facilities; (ii) Suspend an Association Member's right to vote or serve on the Board (or have a representative serve on the Board if the Association Member is an entity) or (iii) terminate a Member's membership subject to the requirements of *Corp. Code Section 7341*. The Corporation may also levy monetary penalties and fines upon a Member and take other disciplinary action for violation of the Bylaws or the Rules. A Member is in violation if the violation is committed by a resident of the Member's Lot or an invitee of the Member. The Corporation shall provide for reasonable notice and an opportunity to be heard before a decision to impose discipline is reached, and shall otherwise conform to applicable law. The Rules may set fines, penalties and other discipline. The members of the Board and officers of the Corporation have the power to establish hearings for the alleged failure to comply with the Bylaws or the Rules and to give Notice of such hearings. The Board may appoint one or more committees and give such committees the power to hear cases involving violations of the Bylaws or Rules.

Section 12.02. **Enforcement; Damages.** The Corporation may from time-to-time, in its own name, or on its own behalf, and on behalf of any Member who consents to such action, commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Bylaws or Rules, or to recover damages therefore or to enforce, by mandatory injunction or otherwise, any or all of the

provisions of the Bylaws or Rules, and take any other action required or permitted to enforce the Bylaws or Rules. The Association has no liability to Owners or Members for enforcing or refusing to enforce alleged violations of the Bylaws or the Rules.

Section 12.03. **Powers to Remedy and Correct Violations.** The Corporation may apply any or all of the following measures it deems necessary to remedy and correct violations of the Bylaws and Rules which occur as the result of any action or failure to act by a Member.

A. **Suspension of Privileges.** In the case of any infraction, including the failure to pay dues or any other fee or payment within fifteen (15) days of the due date, the Corporation may impose temporary Suspension of a membership right as provided in **Section 12.01** (“**Suspension**”).

B. **Period of Suspension.** Any Suspension of voting rights, right to attend meetings, the right to be a director or rights to the use Common Areas may not be imposed for a period exceeding one (1) year from the effective date of the Suspension. Upon termination of such period of time, all such rights shall be deemed to be restored, subject to the right of the Corporation to re-impose such a Suspension at any later time, and to impose any other Penalty at any time.

C. **Monetary Penalties.** In the case of any infraction, except failure to pay an assessment, the Corporation may impose monetary penalties (“**Monetary Penalty**”).

1. For any violation which is continual in nature, the Corporation may levy Monetary Penalties for each twenty-four (24) hour period, provided that there is evidence that the violation existed on the date of commencement of the Monetary Penalties and the date of termination of the Monetary Penalties.

2. For intermittent violations or repeat violations, the Association may impose Monetary Penalties for each occurrence of the violation.

3. Members shall have fifteen (15) days from receipt of Notice from the Association of the Monetary Penalty in which to make payment. There is a late charge equal to ten percent (10%) of the Monetary Penalty for any Monetary Penalty not paid within the fifteen (15) day period. There is an interest charge on any unpaid Monetary Penalty at a rate of ten percent (10%) per annum. The Association may commence legal action to collect any unpaid Monetary Penalty, late charges, and interest from the delinquent Member and such delinquent Member shall be liable for all attorneys’ fees and court costs attributable to such collection action.

4. The levy of late charges and interest on Dues is not a Monetary Penalty for purposes of this Section.

5. For any violation of the Bylaws or Rules, the Board or authorized committee may impose a Monetary Penalty of up to Fifty Dollars (\$50.00) for the first (1st) violation; One Hundred Dollars (\$100.00) for the second (2nd) violation and up to Two Hundred Dollars (\$200.00) for the third (3rd) violation. The minimum fine shall not be less than Fifty Dollars (\$50.00) per violation and shall not exceed Two Hundred Dollars (\$200.00) per month for the same continuing violation. If the Board of Directors or authorized committee determines that a particular violation is unusually egregious and warrants an extraordinary Penalty the Board of Directors or authorized committee may impose a fine of up to Five Hundred Dollars (\$500.00) per violation. Nothing in this Section shall prevent imposition of a Monetary Penalty in a lesser amount than that specified.

Section 12.04. **Notice and Hearing.** The Association shall follow the following procedures prior to any Suspension and prior to the imposition of Monetary Penalties (Suspensions and Monetary Penalties shall be collectively referred to as a “**Penalty**” or “**Penalties**”).

A. **Notice.** The Member shall be given at least ten (10) days prior notice of a hearing on the alleged violation. The notice shall contain statements that: **(i)** the Member has a right to attend the hearing and will be given an opportunity to be heard concerning the alleged violations and any proposed Penalty; **(ii)** the hearing shall take place in executive session (in private) if so requested by the Member; and **(iii)** the Member may choose to appear at the hearing in writing, in person, or both in writing and in person. Notice shall be given as provided by **Section 3.04.A**.

B. **Hearing.** The hearing shall be held or a written statement considered by the Board (or by a committee authorized by the Board) to determine whether the proposed Penalty or Penalties should be levied. At the hearing, the Member shall be given a reasonable amount of time to be heard concerning the alleged violations and any proposed Penalty. At the hearing, the Board (or authorized committee) will consider the following factors in making its determination:

1. Evidence regarding the alleged violation, including the Member’s written or oral statement, if any, any written or oral testimony of any witness, and documentary evidence;
2. Member’s willingness to remedy the violation or willingness not to allow the violation to reoccur in the future;
3. Whether the Penalty is reasonable in terms of its relationship to the violation and proportionate to the seriousness of the violation; and
4. Other factors the Board (or authorized committee) deems relevant in making a determination.

C. **Notification.** Within fifteen (15) days following the hearing, the Corporation shall notify the Member in writing of its determination(s) at the hearing and any Penalties to be imposed concerning the violations. If a finding is made that the Member is in violation and that a Penalty is to be levied, the Penalty shall be effective on the date the notification is received by the Member or six (6) days following the hearing date, whichever is later, or at a later date if specified in the notification. If the Penalty levied includes a Suspension, the notification shall state the date of the expiration of the Suspension.

D. **Appeal.** If a determination is made to levy a Penalty by an authorized committee, the Member may appeal the finding, or the Penalty, or both, to the Board. Such appeal must be made in writing to the committee or to the Board no later than five (5) days after notification of the Penalty is received by the Member. The Board shall promptly hear the appeal at its next regular meeting or at a special meeting called for that purpose, and notify the Member of its decision in writing. No appeal of the committee’s finding by a Member is permitted unless such Member has personally appeared at the hearing or provided a written response, or unless the Member can demonstrate to the Board that the Member’s failure to personally appear is due to extenuating circumstances.

E. **Waiver.** The Board, or authorized committee, may waive a proposed Penalty, or rescind a currently imposed Penalty at any time, upon a finding that a Member has complied or for other good cause.

ARTICLE 13 INDEMNIFICATION

Section 13.01. **General.** A Director, officer, committee member, employee or other agent of the Corporation (collectively “**Agent**”) who is a party to or is threatened to be made a party to any legal or administrative proceeding (“**Proceeding**”), including a Proceeding by or on behalf of the Corporation, by reason of the fact that such Agent is or was an Agent of the Corporation, shall be indemnified by the Corporation against all expenses and liabilities actually and reasonably paid or incurred, in connection with the Proceeding. The terms “Agent” and “Proceeding” shall have the same meaning as in *Corp. Code* §7237.

Section 13.02. **Non-Liability of Agents.** To the fullest extent permitted by law, no agent shall be liable to any Association Member, Owner, the Corporation, or any other party for any damage, loss, claim, liability, or prejudice suffered or claimed as a result of any decision, approval, disapproval, course of action, act, inaction, omission, error, or negligence which was: **(i)** made in good faith; and **(ii)** reasonably believed by such agent to be within the scope of such Agent’s duties as a Director, officer, or committee member.

Section 13.03. **Contractual Indemnity.** The provisions of this Article shall not affect any right to indemnification to which persons other than officers and directors may be entitled to by contract or otherwise.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.01. **Checks, Drafts, Etc.** All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the Board. The withdrawal of funds from the Corporation’s reserve account is subject to §1365.5 of the *Act*.

Section 14.02. **Execution of Contracts and Instruments.** The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by a contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount.

Section 14.03. **Amendments to these Bylaws.**

A. **Vote Requirement.** The Association Members may adopt new Bylaws or amend or repeal these Bylaws, or subsequently amended or adopted Bylaws, upon the vote of at least a majority of a quorum of the total voting power of the Corporation. The Board also has the power, by resolution, to adopt new Bylaws or to amend or repeal these Bylaws, or subsequently adopted Bylaws, if Association Member approval is not otherwise required by law.

B. **Certificate of Amendment.** Whenever a new Bylaw or amendment to these Bylaws is adopted, that amendment shall be reduced to writing, certified by the Secretary, and placed with the original Bylaws and kept with the corporate records. If any of these Bylaws is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in a written document, certified by the Secretary, and placed with the original Bylaws.

Section 14.04. **Restatements.** This Section describes the methods for restating these Bylaws after an amendment.

A. **General.** The Board has the authority and power, without the consent by the Association Members, to restate these Bylaws, when these Bylaws have been amended. The restatement shall be effective upon execution of a dated certificate by any two (2) officers of the Corporation, stating the text of the restatement. The restatement shall supersede the prior Bylaws and its amendments or the amended portions thereof, in their entirety.

B. **Form of Restatement.** The restatement shall restate the entire text of the original document, with these exceptions: **(i)** changes incorporating all amendments approved by the Association Members; **(ii)** changes made to rearrange, replace, or delete the text, or to make typographical corrections to the text for consistency with the approved amendments; **(iii)** changes made to delete material no longer legally effective or legally required; **(iv)** the addition of a statement that the Board has authorized the restatement pursuant to this Section; **(v)** changes made to delete any provision declared illegal by constitutional or statutory enactment, by regulation, or by controlling judicial opinion, or to add provisions required by any such sources; and **(vi)** changes needed to distinguish the restatement from the original document, such as title, Section, or Subsection numbering changes.

Section 14.05. **Statutory References.** In the event any statute referred to in these Bylaws, whether stated by code and number, or named by body of law, is amended, terminated, renumbered, or renamed, all references to such statute or body of law shall refer also to the amended, terminated, renumbered, or renamed statutory provisions.

THE UNDERSIGNED HEREBY CERTIFIES THAT: **(i)** the undersigned is duly elected and acting Secretary of the Big Trees Village Property Owners Association, a California non-profit mutual benefit corporation, and is authorized to make this certificate; **(ii)** the foregoing Amended and Restated Bylaws, comprising eighteen (18) pages including this Certificate, constitute the Bylaws of the Corporation, as duly adopted by the Board of Directors of the Corporation at a meeting held on August 17, 2013; and **(iii)** the foregoing Amended and Restated Bylaws supersedes and replaces, in their entirety, the Bylaws adopted by the Corporation on April 2, 1993.

By: _____
Anita Vanegas
Secretary, Big Trees Village Property Owners Association

EXHIBIT A

DESIGN AND USE GUIDELINES FOR ASSOCIATION MEMBERS AND ASSOCIATE ASSOCIATION MEMBERS

AS REFERENCE IN **SECTION 11.05** OF THESE BYLAWS, THE DESIGN AND USE GUIDELINES FOR THE ASSOCIATION MEMBERS AND ASSOCIATE ASSOCIATION MEMBERS ARE AS FOLLOWS.

Since the inception of Big Trees Village, the owners have adhered to a set of standards whose purpose is to preserve the community's natural beauty and enhance the value of the individual properties within the Village. These standards, for the most part were contained in the several sets of Covenants, Conditions and Restrictions (“**CC&Rs**”) which governed Big Trees Village, sought to achieve these goals through reasonableness and balance. The CC&Rs begin to expire starting in 2016 and the purpose of these standards is to continue the use of the standards through their incorporation into the governing documents of the Big Trees Village Property Owners Association (“**Association**”).

The following Design and Use Standards are made a part of the Revised and Restated Bylaws of the Association. The Association encourages the cooperation and adherence to these Standards by its Association Members and all property owners within Big Trees Village. They will help Association Members and other property owners ensure that the unique qualities of their community are perpetuated for, and enjoyed by, generations of ownership.

USE STANDARDS

1. **General Maintenance of Lots.** Each owner of a Lot, whether improved or unimproved, is expected to maintain the lot satisfactorily with regard to health and safety considerations. For instance, lots need to be kept clear of excessive amounts of forest debris and must comply with requirements of the Ebbetts Pass Fire District and/or Cal Fire.
2. **Re-subdivision.** Association Board review and approval and Calaveras County approval are needed before any lot can be divided or subdivided.
3. **Single-family use.** Lots are to be used for a single-family structure and an attached or free-standing garage with the exception of Lots 58 through 93 in Unit 4, which are multi-residential lots.
4. **Business Use.** Business may be engaged in on any Lot in compliance with County Ordinances so long as no business signage is displayed and traffic and parking are not excessive.
5. **Refuse.** Owners need to ensure that their Lot is kept clear of refuse or garbage. If refuse containers are used, owners need to make certain they are secured against animal intrusion and spillage.
6. **Signage.** The only signs that can be placed and maintained on Lots are reasonably sized “For Rent,” “For Lease,” or “For Sale.” Signs and signage providing the street number and the name of the owner. In the case of multifamily lots a sign can be maintained identifying the name of a multi-family complex. All signage shall conform to County ordinance requirements.
7. **Animals.** The only animals permitted within Big Trees Villages are dogs, cats, and other household pets and guide and service animals. No farm animals are allowed.

8. **Trailers, Boats, Recreational Vehicles.** In recognition of the recreational as well as residential quality of the community, these vehicles can be stored within Big Trees Village but owners and users shall either garage them or shield them from general view. Construction trailers are allowed only if they are properly permitted by the County and only during the time a residential unit or garage is being constructed.
9. **Repair of Vehicles.** Except for emergency servicing, no motor vehicle, trailer or boat shall be repaired, constructed, or reconstructed in the on any Lot, and no inoperable vehicle should be stored on any Lot except within an enclosed garage.
10. **Fences.** To retain the natural beauty of the community and allow wildlife movement across and through Lots, fences need to be limited to dog runs and not serve as lot boundaries. These pet fences should be constructed of transparent and not privacy screening materials.
11. **Utilities.** All utilities within Big Trees Village Unit 1 shall be installed underground except for above ground transformers and access ports. Utilities within the other Units of Big Trees Village do not have to be underground.

DESIGN STANDARDS

1. **Design Review.** Consistent with previous requirements, Lot owners should submit plans and specifications to the Association Board and obtain Board approval as well as obtaining a building permit from the County, prior to the commencement of any construction or alternation of any building, structure wall, fence or alteration. The Association will provide a timely review of such plans and specifications.
2. **Natural Terrain and Trees.** Because so much of the beauty of the community is drawn from the terrain and trees, improvements to any Lot need to consider, to the extent reasonable and feasible, the retention of these natural elements.
3. **Completion of Improvements.** All exterior construction or alterations should be completed within one year of commencement.
4. **Site of Residence.** No residence should be located within 10 feet of the side or rear boundary lines of a Lot or within 20 feet of the front of the Lot.
5. **Exterior Materials and Colors.** Exterior materials should be compatible with the natural environment and colors of structures and garage doors should be earth tones.
6. **Size of Residences.** Each living unit should contain a minimum of 800 square feet of living area on the ground floor.
7. **Sewage Disposal.** Each residential Lot must have its own sewage disposal system approved by Calaveras County.