

THIRD RESTATED BYLAWS
OF
HAMPTON VILLAGE OWNERS ASSOCIATION

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OF
HAMPTON VILLAGE OWNERS ASSOCIATION

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**THIRD RESTATED BYLAWS
OF
HAMPTON VILLAGE OWNERS ASSOCIATION**

ARTICLE 1 NAME AND LOCATION

The name of the corporation is the Hampton Village Owners Association ("Association"). The principal office of the Association shall be located in Placer County, California or at such other place reasonably convenient to the Development as the Board of Directors may from time to time establish.

ARTICLE 2 DEFINITIONS

2.1 Declaration. "Declaration" means the *Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hampton Village*, recorded on _____, 2024, as Document Number _____ in the Official Records of Placer County, California, as such Declaration may from time to time be amended.

2.2 Other 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 3 MEMBERSHIP AND VOTING

3.1 Membership. Membership in the Association shall include, and shall be limited to, all Owners of any Lot located within the Development. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon becoming the Owner of a Lot, each Owner shall automatically be a Member of the Association and shall remain a Member until such time as their Lot ownership ceases for any reason. Membership in the Association shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Lot to which it is appurtenant and then only to the transferee or mortgagee, as the case may be, of such Lot. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Lot including a transfer upon the death of an Owner, Membership in the Association shall pass automatically to the transferee.

3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. In the event more than one (1) person owns a given Lot, the vote for such Lot shall be exercised as the Owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If the joint Owners of a Lot are unable to agree among themselves as to how their vote or votes are to be cast, such vote shall be cast in accordance with the decision of a majority of such Owners. If there is no such majority, the vote for the Lot shall not be cast either in favor of or opposed to the issue or issues which are the subject of the vote, but the membership shall be counted for purposes of determining whether the quorum requirements applicable to the vote or meeting have been met. If any Owner casts a vote representing a certain Lot and no written objection thereto is received by the Secretary prior to the close of voting, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of the other Owners of that Lot. The vote at any meeting of the Members may be by voice vote or by ballot as determined by the Board.

3.3 Adoption of Election Rules. The Board shall adopt rules that govern the Association's election procedures, which shall include the minimum requirements specified in Civil Code Sections 5100–5125, or comparable successor statute, as it may be amended from time to time.

3.4 Assignment of Membership Rights. A Member who has sold their Lot to a Contract Purchaser shall be entitled to assign to such Contract Purchaser their rights and privileges of membership in the Association, and shall be deemed to have assigned to a Contract Purchaser who has assumed occupancy of the Member's Residence all rights of use and enjoyment of the Common Area. No assignment of any membership rights or privileges to a non-resident Contract Purchaser shall be binding until the Board has been notified thereof in writing. Notwithstanding any assignment, until fee title to the Lot has been transferred of record, a Contract Seller shall remain liable for all assessments, fines, and other charges imposed by the Board and for compliance with the Governing Documents by all Residents of their Lot. Any Member who has leased or rented their Lot to another person or persons shall in all events be deemed to have assigned to their tenants all rights of use and enjoyment of the Common Area. It is the express purpose and intent of the provisions of this section to limit the right of use and enjoyment of the Common Area to Residents of the Development and their guests.

3.5 Record Dates. The record dates for notice of meetings of Members and voting shall be determined pursuant to Corporations Code Section 7611.

ARTICLE 4 MEETINGS OF MEMBERS

4.1 Annual Membership Meeting. The annual meeting of the Members will be held each year, on a date and at a time and place to be designated by the Board, upon proper written notice to all of the Members.

4.2 Special Membership Meetings. Special meetings of the Members may be called at any time by the President or by the Board or pursuant to the written request of Members entitled to cast at least five percent (5%) of the Total Voting Power.

4.3 Notice of Membership Meetings.

4.3.1 Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or other person authorized to give notice of a meeting. Written notice shall be mailed by first class mail, postage prepaid, or otherwise delivered at least ten (10) days but not more than ninety (90) days before such meeting, to each Member who, on the record date for notice of the meeting, is entitled to vote at such meeting, except that in the case of a special meeting called pursuant to a written request of Members, notice of such special meeting shall be mailed or otherwise delivered within twenty (20) days after receipt of such written request by the Board, and the date of such special meeting shall be set by the Board and shall be not sooner than thirty-five (35) days nor later than one-hundred and fifty (150) days after the date of the Board's receipt of such written request.

4.3.2 Notice of meetings shall be addressed or otherwise delivered to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Notice of any meeting of Members shall specify the date, hour, and place of the meeting, and the general nature of those matters, which the Board intends to present for action by the Members.

4.3.3 With respect to special meetings, only those matters referred to in such notice may be transacted. With respect to regular meetings, and notwithstanding the foregoing, any proper matter may be presented at the meeting for action by the Members, except that if the meeting is actually attended, in person or by proxy, by less than one-third (1/3) of the Total Voting Power of the Association, the Members may act only on matters the general nature of which have been set forth in the notice of such meeting.

4.4 Conduct of Membership Meetings. All meetings of Members shall be conducted in accordance with a recognized system of parliamentary procedure, such as Robert's Rules of Order, or such parliamentary procedures as the Association may adopt. A reasonable time limit for all Members to speak at a meeting of the Members shall be established by the Board.

4.5 Location of Membership Meetings. Annual and special meetings shall be held at a location within the Development, or the Board may designate a convenient place located as close as reasonably practicable to the Development. As may be determined by the Board, annual and special member meetings may be held by conference, telephone, electronic video screen communication, or other communication equipment, provided Members can participate in the Member meeting.

4.6 Quorum. The presence at any meeting, in person, by proxy or secret ballot, of Members entitled to cast at least twenty-five percent (25%) of the Total Voting Power shall constitute a quorum for the transaction of any business. If, however, such quorum shall not be present or represented at any meeting, the Members otherwise entitled to vote at that meeting shall have the power to adjourn the meeting from time to time, to be reconvened at a subsequent time, including the same day as the originally scheduled meeting, which is not more than thirty (30) days from the time of the adjourned meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At the continuation of any meeting so adjourned, the presence in person, by proxy or secret ballot of Members entitled to cast at least ten percent (10%) of the Total Voting Power shall constitute a quorum. The quorum requirements of this Section shall be subject to Section 6.5.4 and Section 6.6.3 of the Declaration and to any other provisions of the Governing Documents specifically establishing a different quorum requirement.

4.7 Proxies. At all meetings of the Members, each Member may vote in person or by proxy in accordance with California law.

4.8 Vote of the Members. If a quorum is present, by secret ballot, in person or by proxy, the affirmative vote of a majority of the voting power so present and voting on any matter (that is, a Simple Majority) shall constitute the act of the Members, unless the approval of a greater number or proportion of Members is required by any provision of the Governing Documents or of the law. The Members present at a meeting may continue to transact business until adjournment of the meeting notwithstanding the withdrawal of enough members to leave less than a quorum. Other than adjournment, any other action requiring a vote of the Members must be approved by at least a majority of the voting power required to constitute a quorum, or by such greater number as required by law or by the Governing Documents.

4.9 Disclosure of Voting Results. For a period of one (1) year following the conclusion of a meeting or vote by secret ballot of the Members, the Association shall, upon written request from a Member, inform the Member of the result of any particular vote of the Members taken at such meeting or by secret ballot, including the number of memberships voting for, the number of memberships voting against, and the number of memberships abstaining or withheld from voting in a particular vote. If the matter voted on was the election of directors, the Association shall report the number of memberships cast for each nominee for Director.

4.10 Adjournment. Whether or not a quorum is present, any meeting of Members may be adjourned from time to time to be reconvened at a later time, subject to Section 4.6, by the vote of a majority of the Members present in person or by proxy at such meeting; however, in the absence of a quorum, no business other than adjournment may be transacted.

4.11 Action Without a Meeting.

4.11.1 Any action which may be taken at a regular or special meeting (including the election of Directors unless such elections are required by California law to be conducted by secret ballot in accordance with the procedures set forth in Civil Code Sections 5100–5125 or comparable successor statute) may be taken without a meeting of the Members if the Association distributes a written ballot to every Member entitled to vote. The determination to seek Member approval for Association actions through the use of written ballots shall be made by a majority vote of the Board.

4.11.2 Written ballots distributed to the Members shall set forth the proposed action and provide an opportunity to specify approval or disapproval of the proposal. The written ballots shall provide a reasonable time within which to return the ballot to the Association. The Board shall have the power to extend, at its discretion, the date within which ballots must be returned if sufficient responses to establish a quorum are not received by the original deadline set for their return.

4.11.3 Approval by written ballot shall be valid only when the number of votes cast equals or exceeds the quorum that would be required if the action were taken at a meeting, and the number of approvals equals or exceeds the number of votes that would be required to approve the action if it were taken at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

4.11.4 The written ballot solicitation shall identify the number of responses needed to meet the quorum requirement and the percentage of approvals necessary to pass the measure submitted and shall specify the time by which the ballot must be received by the Association in order to be counted.

4.11.5 A written ballot, once cast, may not be revoked.

4.12 Voting by Secret Ballot. If required by California law (including without limitation Civil Code Sections 5100–5125), elections regarding: (a) Assessments, (b) selection of Directors, (c) removal of Directors, (d) amendments to the Governing Documents, and (e) grants of exclusive use of Common Area property pursuant to Civil Code Section 4600 shall be conducted by secret ballot in accordance with the procedures set forth in Civil Code Sections 5100–5125 or comparable successor statute.

ARTICLE 5 BOARD OF DIRECTORS; QUALIFICATIONS; TERM OF OFFICE

5.1 Number of Directors. The affairs of the Association shall be managed by or under the direction of a Board, consisting of five (5) Directors.

5.2 Qualification and Disqualification of Directors.

5.2.1 Only Members shall be eligible to be elected or serve on the Board.

5.2.2 Only one (1) Owner of a particular Lot may serve on the Board at any time.

5.2.3 A Member shall be deemed disqualified under the following circumstances upon being offered the opportunity to engage in the Association's internal dispute resolution process: (a) the Member is not current in the payment of regular or special assessment and has yet to enter into a payment plan with the Association or pay under protest, and (b) the Member's past criminal convictions would prevent the Association from purchasing fidelity bond coverage required by Civil Code Section 5806 or terminate the Association's existing fidelity bond coverage if elected to serve on the Board.

5.2.4 The Association shall not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party.

5.3 Election and Term of Office.

5.3.1 The Directors shall be elected for a term of two (2) years.

5.3.2 There shall be no limit on the number of terms to which a Director may serve. Each Director shall serve until the expiration of their term and thereafter until a successor is elected, or until the earlier disqualification, death, resignation, or removal of such Director.

5.3.3 Any tie in the number of votes cast for candidates where more than one (1) Director is to be elected is to be decided by a run-off election.

5.3.4 Staggering. Terms are staggered so that either two (2) Directors or three (3) Directors shall be elected in a given election.

5.4 Removal. Any Director may be removed from the Board, with or without cause, by the vote of a Simple Majority of the Members at a meeting, or by written ballot or secret ballot, as may be required by California law, or any change in applicable law. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of their term of office.

5.5 Vacancies. A vacancy shall exist on the Board in the event of the disqualification, death, resignation, or removal of any Director, or if the authorized number of Directors is increased, or if the Members fail to elect the full authorized number of Directors. A reduction in the authorized number of Directors shall not cause removal of a Director prior to the expiration of their term. The Board, by a majority vote of the Directors who meet all of the qualifications for Directors as set forth in Section 5.2, may declare vacant the office of any Director who fails or ceases to meet any required qualification that was in effect at the beginning of that Director's current term of office.

5.6 Filling Vacancies. Any vacancy occurring on the Board, except a vacancy created by the removal of a Director, may be filled by approval of the Board, or if the number of Directors then in office is less than a quorum, by the vote of a majority of the remaining Directors at a meeting of the Board, or by a sole remaining Director. A Director so chosen shall serve the remainder of the term of office of the Director whom they replace. The Members may elect a Director to fill a vacancy not filled by the Directors,

if the Board affirmatively decides not to fill the vacancy. If the Board accepts the resignation of a Director tendered to take effect at a future time, the Board, or if the Board decides not to act, the Members, may elect a successor to take office when the resignation becomes effective.

5.7 Compensation. No Director shall receive compensation for any service they may render to the Association as a Director. However, upon approval by the Board, any Director may be reimbursed for their reasonable expenses actually incurred in the performance of their duties.

ARTICLE 6 NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination.

6.1.1 The Board may adopt reasonable nomination procedures that comply with California law (including without limitation Civil Code Sections 5100–5125 or comparable successor statute) for the nomination of eligible candidates. Such procedures shall include, without limitation, a mechanism for any eligible Member to nominate themselves for election to the Board.

6.1.2 Any Member may place their name in nomination for election to the Board by following the procedure(s) set forth for self-nomination in the Association's election procedures.

6.1.3 All nominees shall meet the qualifications set forth in Section 5.2.

6.1.4 The Board shall include the name of each eligible nominee on the secret ballot.

6.2 Election of Directors. If required by California law (including without limitation Civil Code Sections 5100–5125), Director elections shall be conducted by secret ballot in accordance with the procedures set forth in Civil Code Sections 5100–5125 or comparable successor statute. The quorum for any such election shall be as stated in Section 4.6. The candidates receiving the largest number of votes shall be elected. There shall be no cumulative voting for election of directors.

6.3 Uncontested Election of Directors. If after the close of nominations, the number of Members nominated for the Board is equal to or less than the number of Directors to be elected, as provided for in Civil Code Section 5115(a), and the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the inspector of elections, the Association acting through the Board may, but is not required to, consider the qualified candidates elected by acclamation if all of the conditions in Civil Code Section 5103 have been met.

ARTICLE 7 MEETINGS OF DIRECTORS

7.1 Organizational Board Meetings. Within thirty (30) days after each annual meeting of the Members, the Board shall hold a meeting for the purpose of organization, election of officers, and transaction of other business, as appropriate.

7.2 Regular Board Meetings. Regular meetings of the Board shall be at least quarterly, at a place within the Development, or at a convenient place located as close as reasonably practicable to the

Development, and on a day and at a time as fixed from time to time upon proper notice which conforms to the provisions of Section 7.5.

7.3 Special Board Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any two (2) Directors.

7.4 Emergency Board Meetings. The President or any two (2) Directors may call an emergency meeting of the Board. An "emergency meeting" is defined as a meeting held to address circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide the notice to Members required by Section 7.6.

7.5 Notice to Directors. Except as otherwise provided in Section 7.2, notice of each meeting of the Board shall be communicated to the Directors by first-class mail not less than four (4) days prior to the meeting or by: (a) personal delivery; (b) telephone, including a voice messaging system or other system or technology designed to record and communicate messages; (c) telegraph; (d) facsimile; or (e) electronic mail or other electronic means, not less than forty-eight (48) hours prior to the meeting. In the event of an emergency meeting as provided in Section 7.4, strict adherence to the notice requirements of this Section shall not be required provided that a reasonable effort to give notice to each Director shall be made taking into consideration the nature and circumstances of the emergency. Notice of a meeting need not be given to any Director who signed a waiver of notice or a written consent to holding the meeting, or an approval of the minutes thereof, whether before or after the meeting, nor must notice be given to any Director who attends a meeting without protesting, prior thereto or at its commencement, the lack of notice to that Director.

7.6 Notice to Members.

7.6.1 Except for emergency meetings as provided for in Section 7.4 and executive sessions as provided for in Section 7.6.2, at least four (4) days prior written notice of the day, time, and place of each meeting of the Board, whether regular or special, shall be given to all Members by posting it in a prominent place or places within the Common Area or other designated location allowed by law and by mail to any Owner who has requested notification of Board meetings by mail at the address requested by the Owner. Notice of Board meetings may also be given by: (a) mail or delivery to each Residence; (b) newsletter; (c) other means of communication reasonably designed to provide prior actual notice of such meeting; or (d) with the consent of the member, by electronic means. The notice shall contain the agenda for the meeting.

7.6.2 If a non-emergency meeting is held solely in executive session, the Association shall give notice of the time and place of the meeting at least two (2) days prior to the meeting by posting it in a prominent place or places within the Common Area or other designated location allowed by law and by mail to any Owner who has requested notification of Board meetings by mail at the address requested by the Owner. Notice of Board meetings may also be given by: (a) mail or delivery to each Residence; (b) newsletter; (c) by other means of communication reasonably designed to provide prior actual notice of such meeting; or (d) with the consent of the member, by electronic means. The notice shall contain the agenda for the meeting.

7.7 Open Meeting. Regular and special meetings of the Board shall be open to all Members of the Association, except when the Board meets in executive session pursuant to Section 7.8. A reasonable time limit for all Members to speak to the Board shall be established by the Board, which may limit Member commentary to a specific portion of the meeting.

7.8 Executive Session. The Board may meet in executive session to confer with legal counsel or to discuss and vote upon personnel matters, Member discipline, litigation in which the Association is or may become involved, and matters that relate to the formation of contracts between the Association and others. In any matter relating to the discipline of a Member, the Board shall meet in executive session if requested to do so by that Member, and that Member and any other person whose participation is, in the judgment of the Board, necessary or appropriate shall be entitled to attend the executive session. The Board shall also, at a Member's request, meet in executive session with such Member to discuss the Member's request to pay unpaid Assessments pursuant to a payment plan. Notwithstanding the preceding, the Board shall not in any way be obligated to accept or agree to any such payment plan.

7.9 Virtual Participation. Directors may participate in regular or special Board meetings through the use of conference telephone, electronic video screen communications, or other communications equipment to the extent permitted by law.

7.10 Quorum. A majority of the number of Directors then in office, but not less than two (2) Directors, shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. Business may continue to be conducted if any action taken is approved by at least a majority of the Directors required to constitute a quorum notwithstanding the withdrawal of enough Directors to leave less than a quorum.

7.11 Minutes of Meetings of Directors.

7.11.1 Within thirty (30) days after the date of any meeting of the Board, the Board shall make available to the Members either: (a) the minutes of that meeting as adopted by the Board, (b) those minutes as proposed for adoption which shall be marked to indicate draft status, or (c) a summary of the minutes. Any matter discussed in an executive session shall be generally noted in the minutes of the immediately following Board meeting which is open to the entire membership. To protect and preserve the confidential nature of executive sessions, minutes of executive sessions shall not be subject to inspection by the Members or others.

7.11.2 Copies of the minutes, proposed minutes, or summary of minutes shall be provided to any Member upon request and upon reimbursement of the Association's costs in providing such copies. The Board may, but shall not be required to, post the minutes of its meetings on an internet site.

7.11.3 Members shall be notified annually in writing either at the time that the pro forma budget required under Civil Code Section 5300 is distributed or at the time of any other general mailing to the entire membership of the Association of their right to obtain copies of the minutes of meetings of the Board and how and where those minutes may be obtained. Commencing January 1, 2007, the minutes of Board meetings (other than executive session) shall be made permanently available to the Members of the Association.

ARTICLE 8 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers. In addition to such other powers as may be expressly set forth in the Governing Documents or provided by law, the Board shall have the power to:

8.1.1 Rules and Regulations. Adopt, publish, amend, repeal, and enforce Rules and regulations (all of which shall be in writing) governing the administration, management, operation, use, and occupancy of the Development, including, without limitation, the use of the Common Area and facilities, the personal conduct of Members and their tenants and guests within the Development, and any other matter which is within the jurisdiction of the Association. The procedure for the adoption and modification of Rules by the Board is in accordance with Civil Code Sections 4340-4370, or successor statute.

8.1.2 Contracts. Authorize any officer(s) to enter into any contract in the name of or on behalf of the Association. Unless expressly authorized by resolution of the Board, no officer shall have any power or authority to bind the Association or to render the Association liable for any purpose or on any account.

8.1.3 Determination of Director Qualifications. Determine that a Member is not eligible to serve on or be a candidate for the Board pursuant to Section 5.2 and California law.

8.1.4 Sanctions; Hearings; Continuing Violations. Impose any or all of the following sanctions and conduct hearings as indicated below:

8.1.4.1 Establish and impose fines, which shall be Enforcement Assessments as provided in Section 6.8 of the Declaration, for the infraction of any provision of the Governing Documents in accordance with a schedule of fines adopted by the Board and distributed to all Members pursuant to Section 8.2.10.

8.1.4.2 Suspend membership rights and privileges of a Member, including the right to use the recreational facilities, if any: (a) during any period in which such Member shall be in default in the payment of any Assessment, fine or other charge levied by the Association, and (b) for any infraction of the Governing Documents.

8.1.4.3 Except as provided in Section 10.7 of the Declaration and Section 8.1.4.5, before any discipline is imposed upon a Member, the Board shall hold a meeting to consider the matter.

8.1.4.4 At least ten (10) days prior to any Board meeting where the imposition of discipline upon a Member is to be considered, the Board shall provide written notice of the meeting to the Member by either personal delivery or first-class mail. The notice shall contain at least: (a) the date, time, and place of the meeting, (b) the nature of the alleged violation for which the Member may be disciplined, and (c) a statement that the Member has a right to attend the meeting and may address the Board at the meeting.

8.1.4.5 When corrective action is taken in emergency situations as specified in Section 10.7 of the Declaration:

8.1.4.5.1 The Board may act on its own initiative to schedule a hearing.

8.1.4.5.2 If the Board has not scheduled a hearing and the disciplined Member desires a hearing, the Member's written request therefor shall be delivered to the Association no later than ten (10) days following the date when the notice of the Board's disciplinary action is transmitted to the Member. The hearing shall be held within thirty (30) days following the receipt by the Board of the Member's request for a hearing.

8.1.4.5.3 If a hearing is scheduled or requested, any discipline already imposed shall be held in abeyance and shall become effective only if affirmed at the hearing.

8.1.4.5.4 Notification of all hearings shall be made in accordance with Section 8.1.4.4.

8.1.4.6 In the case of a continuing violation, the Board may deem such continuing violation to constitute two (2) or more separate and distinct violations of the same Governing Document provision and may impose separate and successive sanctions for each violation. The Board shall not impose a separate sanction for violations of the same provision more frequently than once per day.

8.1.4.7 If the Board imposes discipline upon a Member, the Board shall provide the Member with written notification of the disciplinary action, by either personal delivery or first-class mail, within fifteen (15) days following the action.

8.1.5 Manager. Engage the services of a manager or management company as either an employee or an independent contractor and engage such other employees or independent contractors as the Board may deem necessary and to prescribe their duties.

8.1.6 Professional Advisors. Consult with, seek the advice of, and reasonably rely on the advice of attorneys, accountants, and other professionals in carrying out its authority and responsibility under the Governing Documents and the law, and to pay for such professional services.

8.1.7 Investment of Reserve Funds. Invest Association reserve funds in prudent investments subject to the provisions of Section 8.2.5.

8.1.8 Property Taxes. Pay all real property taxes and assessments levied, if any, upon any property within the Development to the extent not separately assessed to the Owners. Such taxes and assessments may be contested or compromised by the Association provided that any such taxes are paid or that a bond ensuring the payment is posted.

8.1.9 Mergers. To the extent permitted by law, participate in mergers and consolidations with other nonprofit mutual benefit organizations organized for the same purposes as this Association, subject to Section 5.12 of the Declaration.

8.1.10 Association Property. Subject to the provisions of the Declaration, including any required approval of Members or Mortgagees, acquire, own, hold, convey, transfer, dedicate, or otherwise dispose of real or personal property consistent with the purposes and powers of the Association and the management, administration, and operation of the Development or the business and affairs of the Association, and grant and convey easements, licenses, and rights of way in, over, upon, or under the Common Area.

8.1.11 Indemnification of Agents. Indemnify and hold harmless, to the maximum extent permitted by California law, each person who is or at any time was a Director, Officer, employee, or agent of the Association or member of any committee appointed by the Board from and against any and all claims, liabilities, expenses, judgments, fines, settlements, and other amounts, as those terms are defined by California law, actually and reasonably incurred by any such person, and to which any such person shall become subject by reason of them being a Director, Officer, employee, or agent of the Association or member of any committee appointed by the Board.

8.1.12 Bank Accounts. Open bank accounts and designate signatories upon such bank accounts, subject to any restrictions set forth in the Governing Documents.

8.1.13 Borrowing. Borrow money in the name of the Association as provided in Sections 5.10 and 5.11 of the Declaration.

8.1.14 Other Powers and Duties. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of the Governing Documents, and undertake any action on behalf of the Association as the Board shall deem necessary or proper in furtherance of the purposes and powers of the Association and/or the interests of the Association and its Members.

8.1.15 Limitation of Powers. The powers of the Board shall be subject to the limitations set forth in the Governing Documents, including, without limitation, those contained in Article 5 of the Declaration.

8.2 Duties. It shall be the duty of the Board to maintain:

8.2.1 Records and Minutes. Cause to be kept a complete record of all its acts and the corporate affairs, including an accurate and current record of the Members setting forth their names and addresses; adequate and correct books and records of account, and minutes of the proceedings of the Members, the Board, and committees of the Board; and to present a statement thereof to the Members at the annual meeting of the Members.

8.2.2 Annual Budget Report. Prepare and distribute to the Members annually, not less than thirty (30) days nor more than ninety (90) days prior to the end of each fiscal year, an annual budget report as required by Civil Code Section 5300.

8.2.3 Annual Policy Statement. Prepare and distribute to the Members annually, not less than thirty (30) days nor more than ninety (90) days prior to the end of each fiscal year an annual policy statement as required by Civil Code Section 5305.

8.2.4 Reserve Study. Cause to be conducted, at least once every three (3) years, a reasonably competent and diligent visual inspection of the accessible areas of the major components which the Association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the Development if the current replacement value of such major components is equal to or greater than one-half (1/2) of the gross budget of the Association for the fiscal year, excluding the Association's reserve account for that year. The Board shall review the reserve study (or cause it to be reviewed) annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review. The reserve study required by this Section shall include the minimum requirements specified in Civil Code Section 5500 or comparable successor statute.

8.2.5 Reserve Funds. Not expend funds designated as reserve funds for any purpose other than the maintenance, restoration, repair, or replacement of, or litigation involving the maintenance, restoration, repair, or replacement of, major components which the Association is obligated to maintain, restore, repair, or replace and for which the reserve fund was established. The Board may authorize a temporary transfer of money from a reserve fund to the Association's general operating fund to meet short term cash flow requirements or other expenses, so long as the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed and describing when and how the money will be repaid to the reserve fund, and that any such transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except as otherwise expressly provided by law. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account.

8.2.6 Investment of Reserve Funds. Manage and invest Association reserve funds in a prudent manner designed to achieve the primary objective of preserving principal while realizing a reasonable return and to assure the availability of funds as they are needed based upon the most recent reserve fund study obtained by the Board as provided in these Bylaws and by law.

8.2.7 Review of Accounts. Review the Association's operating and reserve accounts at least in accordance with the following minimum requirements:

8.2.7.1 Review, on a monthly basis, a current reconciliation of the Association's operating accounts;

8.2.7.2 Review, on a monthly basis, a current reconciliation of the Association's reserve accounts;

8.2.7.3 Review, on a monthly basis, the current year's actual operating revenues and expenses compared to the current year's budget;

8.2.7.4 Review, on a monthly basis, the latest account statements prepared by the financial institutions where the Association keeps its operating and reserve accounts; and

8.2.7.5 Review, on a monthly basis, an income and expense statement for the Association's operating and reserve accounts.

8.2.7.6 Review, on a monthly basis, the check register, monthly general ledger, and delinquent assessment receivable reports.

8.2.7.7 The review requirements of this subsection may be met when every individual member of the board, or a subcommittee of the board consisting of the treasurer and at least one other board member, reviews the documents and statements described in this subsection independent of a board meeting, so long as the review is ratified at the board meeting subsequent to the review and that ratification is reflected in the minutes of that meeting.

As used in this subsection, the term "reserve accounts" shall mean monies that the Board has identified in its annual budget for use to defray the future costs of repair or replacement of, or additions to, those major components which the Association is obligated to maintain, restore, repair, or replace.

8.2.8 Annual Financial Statements.

8.2.8.1 Cause an annual report to be prepared not later than one hundred twenty (120) days after the close of the Association's fiscal year. Such annual report shall comply with Corporations Code Section 8321.

8.2.8.2 For any fiscal year in which the gross income to the Association exceeds seventy-five thousand dollars (\$75,000.00), distribute to all Members of the Association within one hundred twenty (120) days after the close of such fiscal year a review of the financial statements of the Association prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

8.2.9 Notice of Assessments. Send written notice to each Owner in advance of each fiscal year of the regular assessment levied against their Lot for that fiscal year.

8.2.10 Notification of Assessment Increases. Provide notice to each Member, by first class mail, of any increase in the Regular Assessments or Special Assessments not less than thirty (30) nor more than sixty (60) days prior to such increased Regular Assessment or Special Assessment becoming due.

8.2.11 Collection of Assessments. Collect assessments levied by the Association by foreclosing the lien against any property for which assessments are not paid as required in the Declaration and/or by bringing an action at law against the Owner personally obligated to pay the same.

8.2.12 Certificate of Payment of Assessments. Issue, or cause an appropriate officer to issue, upon demand by any proper person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

8.2.13 Supervision. Supervise all officers, agents, and employees of the Association, and see that their duties are properly performed.

8.2.14 Enforcement of Governing Documents. Enforce the provisions of the Governing Documents, as more particularly set forth in the Declaration, and perform all acts required of the Board under the Governing Documents or required by law.

8.2.15 Water and Other Utilities. Acquire, provide and pay for utility services as necessary for the Common Area and facilities.

ARTICLE 9 INSURANCE

9.1 Property Insurance. The Association shall maintain fire and casualty insurance covering all Common Area improvements owned by the Association (excepting land, foundation, excavation, and other items customarily excluded from coverage), including all fixtures, and building service equipment which are a part of the Common Area, and common personal property and supplies. The policy shall protect at least against the following: loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and, all other perils which are customarily covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard "all risk" endorsement, if such is available. The policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the items required by this paragraph to be insured, without deduction for depreciation, and shall contain an Agreed Amount and Inflation Guard Endorsement, or its equivalent, if available.

Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) shall be obtained if the common area now or at sometime in the future becomes subject to a construction code provision which would become operative and require changes to undamaged portions of any building, thereby imposing significant costs in the event of partial destruction of the project by an insured peril.

9.2 Flood Insurance. The Association shall obtain and maintain flood insurance, if the development is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP). The policy shall cover the same property as that required to be insured under Section 9.1, and shall be in no less an amount than the lesser of the following: the maximum coverage available under the NFIP for all buildings and other insurable property within any portion of the common areas located within a designated flood hazard area, or one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property.

9.3 Liability Insurance. The Association shall obtain and maintain a comprehensive general liability insurance coverage covering all of the common areas, public ways of the project, commercial spaces, if any, owned by the Association, whether or not they are leased to some third party. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least ONE MILLION DOLLARS (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance or use of the common areas, legal liability arising out of law suits related to employment contracts of the association, and such other risks as are customarily covered with respect to developments similar in construction, location, and use (i.e., contractual and all-written contract insurance, employers liability insurance, comprehensive automobile liability insurance, etc.).

9.4 Directors and Officers Insurance. The Association shall obtain a policy of errors and omissions liability insurance covering the acts and/or omissions of the officers, directors and/or members of committees appointed by the Board.

9.5 Workers Compensation Insurance. The Association shall obtain such workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, the Board of Directors and managing agent, if any, from liability in connection with the common area.

9.6 Fidelity Bond Coverage. Crime insurance, employee dishonesty coverage, fidelity bond coverage, or their equivalent, for its Directors, Officers, and employees in an amount that is equal to or more than the combined amount of the reserves of the Association and total Assessments for three months. The coverage maintained by the Association shall also include protection in an equal amount against computer fraud and funds transfer fraud. If the Association uses a managing agent or management company, the Association's crime insurance, employee dishonesty coverage, fidelity bond coverage, or their equivalent, shall additionally include coverage for, or otherwise be endorsed to provide coverage for, dishonest acts by that person or entity and its employees. Self-insurance does not meet the requirements of this section.

9.7 Cancellation. All insurance and bond coverage required by Sections 9.01 through 9.6 shall provide that it may not be cancelled or substantially modified (including cancellation for nonpayment of premium) by any party, without at least ten (10) days' prior written notice to the association.

9.8 Trustee. All policies of insurance shall be carried in the name of the Board of Directors as trustee for the Association. In case of loss, proceeds shall be payable to the Board or to a bank or trust company designated by the Board for custody and disposition in accordance with this Article. Premiums for all insurance, including the blanket policy on residential improvements if the same is purchased, shall be deemed a Common Expense, payable from Assessments upon each Lot. Nothing herein shall be construed as creating responsibility of the Association for repair or replacement of the Improvements on any Lot if the damage is caused by any uninsured risk, or if the Association decides not to carry insurance on the residential Improvements.

All insurance proceeds payable under Article may be paid to a trustee, to be held and expended for the benefit of the Owners, mortgagees, and others, as their respective interests shall appear. Said trustee shall be the Association or a commercial bank in Placer County, that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for in this Declaration.

ARTICLE 10 OFFICERS AND THEIR DUTIES; COMMITTEES

10.1 Enumeration of Officers. The officers of the Association shall be the President, Vice-President, Secretary, and Treasurer (or Chief Financial Officer), who shall at all times be members of the Board, and such other officers as the Board may, from time to time, by resolution appoint.

10.2 Election of Officers. The Board shall elect the officers. The election of officers shall take place at the first meeting of the Board following their election.

10.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless they sooner resign, are removed by the Board, or otherwise are disqualified to serve. In the event that an officer fails, for any reason set forth in the preceding sentence, to hold office for one (1) year, their successor shall hold office for the remaining term of their predecessor.

10.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

10.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replace, subject to the Board's right to remove an officer.

10.7 Multiple Offices. The offices of Vice President and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices, except in the case of special offices created pursuant to Section 10.4.

10.8 President. The President shall be the Chief Executive Officer of the Association and shall, subject to control of the Board, have general supervision, direction, and control of the affairs and the other Officers and the employees and agents of the Association. The President shall preside at all meetings of the Members and at all meetings of the Board, shall have the general powers and duties of management usually vested in the office of the President of an Association, and shall have such other powers and duties as may be prescribed by the Board and the Bylaws, subject to any limitations contained in the Declaration.

10.9 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 of the powers of, and be subject to all of 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 by the Board.

10.10 Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may prescribe, a current register showing names of Members and their addresses; a book of minutes of all meetings of Directors, Members, and Committees of the Board setting forth the time and place of holding of such meetings; whether regular or special, and if special, how authorized; the notice thereof given; the names of those present at Directors or Committee meetings; the number of memberships and votes present or represented at Members meetings; and all the proceedings thereof. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by the Bylaws or by law to be given and shall maintain a proper record of the giving of such notice, and shall keep the books, records, and documents of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

10.11 Treasurer. The Treasurer, or Chief Financial Officer, shall be responsible for the receipt and deposit in appropriate accounts of all monies of the Association and shall cause disbursement of such funds as directed by resolution of the Board; may sign all checks and promissory notes of the Association;

shall cause to be kept proper books of account; shall cause an annual review of the Association's books and financial statements to be made by a public accountant at the completion of any fiscal year for which such review is required by law or as determined by the Board; shall assist the Board in preparation of an annual budget and a statement of income and expenditures to be presented to the Members of the Association as provided by law; and shall have such other powers and perform such other duties as may be prescribed by the Board.

10.12 Committees of the Board. Any "Committee of the Board" (that is, a committee consisting only of Directors, as referred to in Corporations Code Section 7212) shall consist of at least two (2) Directors and shall have such powers and duties as the Board shall determine, subject to the limitations of Corporations Code Section 7212.

10.13 Working Committees. The Board may appoint working committees consisting of at least one (1) person who is not a Director. Directors may be members of committees created pursuant to this section provided that fewer than a majority of Directors then in office serve on any such committee. Such committees shall report on their activities to the Board from time to time as directed by the Board and shall operate under the supervision of and at the direction of the Board. No working committee shall have the authority to enter into contracts or otherwise act on behalf of the Association. The Board shall have the right at any time, in its complete discretion, to disband any working committee or remove any member thereof.

10.14 Compensation of Committee Members. No committee member shall receive compensation for any service they render to the Association as a committee member. However, upon approval by the Board, any committee member may be reimbursed for their reasonable expenses actually incurred in the performance of their duties.

ARTICLE 11 BOOKS, RECORDS AND FUNDS

11.1 Access to Association Records. Association records shall, to the extent required by California law, be available for inspection by any Member. The Governing Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The Board may adopt and publish reasonable rules and regulations establishing procedures relating to a Member's inspection and obtaining copies of Association records.

11.2 Checks, Drafts, and Evidences of Indebtedness. All checks, drafts, or other orders for payment of money and all notes or other evidences of indebtedness, issued in the name of the Association shall be signed in any manner specified by the Board; provided, however, the signatures of at least two (2) Directors or one (1) Director and one (1) officer who is not a member of the Board shall be required for the withdrawal of funds from the Association's reserve account.

11.3 Funds and Deposits. Any funds of the Association shall be deposited to the credit of the Association in such banks or other depositories as the Board shall, from time to time, determine. Notwithstanding any other law, transfers of greater than ten thousand dollars (\$10,000) or five percent (5%) of an Association's total combine reserve and operating account deposits, whichever is lower, shall not be authorized from the Association's reserve or operating accounts without prior written Board approval.

11.4 Fiscal Year. The fiscal year of the Association shall run from January 1 through December 31 of each year unless otherwise determined by resolution of the Board.

11.5 Delivery of Documents to Members.

11.5.1 Document Distribution. All notices and documents distributed by the Association to the Members shall be delivered by one or more of the following methods:

11.5.1.1 Personal delivery.

11.5.1.2 First-class mail, postage prepaid, addressed to a Member at the address last shown on the books of the Association or otherwise provided by the Member. Delivery is deemed to be complete on deposit into the United States mail.

11.5.1.3 E-mail, facsimile, or other electronic means, if the Member has agreed to that method of delivery. If a document is delivered by electronic means, delivery is complete at the time of transmission.

11.5.1.4 By publication in a periodical that is circulated primarily to Members of the Association.

11.5.1.5 If the Association broadcasts television programming for the purpose of distributing information on Association business to its Members, by inclusion in the programming.

11.5.1.6 The Association's website.

11.5.1.7 A method of delivery provided in a Recorded provision of the Governing Documents.

11.5.1.8 Any other method of delivery, including General Notice, or other methods permitted by law, if applicable.

11.5.1.9 Any method, provided that the Member has agreed to that method of delivery.

11.5.2 Delivery with Other Association Materials. A document may be included in or delivered with a billing statement, newsletter, or other document that is delivered by one (1) of the methods provided in Section 11.5.1.

11.5.3 Delivery Procedures in Unrecorded Governing Documents. For the purposes of this Section 11.5, an unrecorded provision of the Governing Documents providing for a particular method of delivery does not constitute agreement by a Member to that method of delivery.

ARTICLE 12 AMENDMENTS

12.1 Amendment by Members. Except as otherwise expressly provided herein, these Bylaws may be amended by the affirmative vote representing at least a Simple Majority.

12.2 Amendment by Board of Directors. Certain provisions of these Bylaws reflect legal requirements prescribed by Federal law, California law, and other governmental statutes and regulations. In the event that any such laws, statutes or regulations are amended, revoked, or supplemented, the Board may, by the affirmative vote of a majority of the Directors present at a meeting at which a quorum has been established, amend these Bylaws to reflect the underlying law, statute or regulation. The purpose of this provision is to provide the Members with notice of current legal requirements which affect their rights and obligations as they pertain to their Lot and membership within the Association.

12.3 Restatements of Bylaws. The Board may, by the affirmative vote of a majority of the Directors present at a meeting at which a quorum has been established, restate these Bylaws when it has been properly amended pursuant to this Article. Any such restatement shall supersede any prior bylaws and amendments in their entirety. Such restatement may also:

12.3.1 Add, delete, or rearrange the text of the Bylaws to maintain consistency with any amendments including, but not limited to, altering the title and numbering of the restatement;

12.3.2 Delete material that is no longer legally effective; and

12.3.3 Add text which indicates that the Board has authorized the restatement and otherwise describes the background of the Development and the restatement process.

ARTICLE 13 MISCELLANEOUS

In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. All Code references refer to the corresponding California Code unless otherwise specifically referenced.

CERTIFICATE OF AMENDMENT AND ADOPTION

I hereby certify that:

- A. I am the Secretary of the Hampton Village Owners Association.
- B. The preceding the *Third Restated Bylaws of Hampton Village Owners Association*, consisting of 19 pages, were duly approved by the required vote of the Members of the Association.
- C. The preceding Third Restated Bylaws now constitute the Bylaws of the Association.

Executed: _____, 2025

_____, Secretary