

**BYLAWS OF
HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC.**



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**BYLAWS OF
HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC. and shall be referred to herein as the "HPOA." The principal office of the Association shall be located in Solano County, California or at such other place reasonably convenient to the Property as the Board of Directors may from time to time establish.

ARTICLE 2

DEFINITIONS

2.1 Absolute Majority. "Absolute Majority" shall mean a majority of the Total Voting Power of the Association.

2.2 Articles. "Articles" shall mean the Articles of Incorporation of HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC., as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

2.3 Association. "Association" shall mean the HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

2.4 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of HPOA.

2.5 Bylaws. "Bylaws" shall mean the Bylaws of the HPOA as they shall be adopted by the Board of Directors and Members and any duly-adopted amendments thereof.

2.6 Capital Improvement. "Capital Improvement" shall mean the original construction of an improvement that did not previously exist, as distinguished from the repair, upgrading, or replacing of an existing improvement.

2.7 Common Area. "Common Area" shall mean all real property, if any, owned by HPOA for the common use and enjoyment of the Owners and Residents of the HPOA.

2.8 Contract Purchaser/Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.

2.9 Declaration. "Declaration" shall mean the First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC., recorded in the Office of the County Recorder of Solano County, California, and any amendments thereof.

2.10 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, and Rules and the policies and resolutions adopted by the Board and distributed to the Members.

2.11 Lot. "Lot" shall have the same meaning as set forth in the Declaration.

2.12 Member. "Member" shall mean an Owner.

2.13 Owner. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Hiddenbrooke project, including Contract Sellers, but excluding Contract Purchasers and excluding those persons having such interest merely as security for the performance of an obligation.

2.14 Property. "Property" shall mean all real property described in the Declaration comprising the Hiddenbrooke project, including such additions thereto as may hereafter be brought within the jurisdiction of HPOA.

2.15 Quorum. "Quorum" of the membership shall be 100 members in person or via proxy for purposes of holding a member meeting to elect board members. For all other membership votes it shall mean thirty-three and a third percent (33-1/3%) of the Total Voting Power; a "quorum" of the Board of Directors shall mean a majority of the Directors then in office, but not less than three.

2.16 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

2.17 Resident. "Resident" shall mean any person who resides on a Lot within the Property whether or not such person is an Owner as defined in Section 2.16 above.

2.18 Rules. "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Property or any part thereof as adopted and published by the Board of Directors from time to time.

2.19 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one (1) vote for each Lot.

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 Property. 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 his or her 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. When voting for directors, each lot shall be entitled to one vote for each open director position. 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, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, 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 Members may be by voice vote or by ballot; provided, however, that all elections of Directors must be by ballot if a demand therefore is made by a Member at any election before the voting commences. There shall be no right to cumulative voting.

3.3 Delegation of Membership Rights. A Member who has sold his Lot to a Contract Purchaser shall be entitled to delegate to such Contract Purchaser his or her rights and privileges of membership in the Association and shall be deemed to have delegated to a Contract Purchaser who has assumed occupancy of the Member's Residence all rights of use and enjoyment of the Common Area. No delegation of any membership rights or privileges to a non-resident Contract Purchaser shall be binding, however, until the Board of Directors has been notified thereof in writing.

Notwithstanding any delegation, 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 his or her Lot. Any Member who has leased or rented his or her Residence to another person or persons shall in all events be deemed to have delegated to his or her tenants all rights of use and enjoyment of the Common Area. It is the express purpose and intent of the provisions of this Section 3.3 to limit the right of use and enjoyment of the Common Area to Residents of the Property and their guests.

3.4 Record Date. The Board of Directors may fix a time not more than ninety (90) days and not less than ten (10) days preceding the date of any meeting of the Members as a record date for determining the Members entitled to notice of and to vote at any such meeting. If the Board sets a record date, only those persons or entities identified as Members in the records of the Association on the date so fixed shall be entitled to notice of and to vote at such meeting. In the event no such record date is fixed by the Board of Directors, the record date for the determination of Members entitled to notice of and to vote at any meeting shall be the thirtieth (30th) day preceding the date of the meeting as of 8:00 a.m. on such day.

ARTICLE 4

MEETINGS OF MEMBERS

4.1 Annual Meeting. The Annual Meeting of the Members shall be held on a date and at a time and place to be designated by the Board of Directors, upon proper written notice to all of the Members.

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

4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or other person authorized to call a meeting. Written notice shall be mailed first class, standard mail or via newsletter, postage prepaid, or otherwise delivered at least ten (10) but not more than ninety (90) days before such meeting, to each Member 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 ninety (90) days after the date of the Board's receipt of such written request. 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. 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 thirty-three and a third percent (33-1/3%) of the Total Voting Power of the Association, the Members can act only on matters the general nature of which has been set forth in the notice of such meeting.

4.4 Conduct of Meetings. All meetings of Members shall be conducted in accordance with a recognized system of parliamentary procedure 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 of Directors.

4.5 Place of Meetings. Annual and special meetings shall be held at a location within the Property, provided that the Board may designate, by resolution, a convenient place located as close as reasonably practicable to the Property.

4.6 Quorum. The presence at any meeting, in person or by proxy, of Members entitled to cast at least thirty-three and a third percent (33-1/3%) of the Total Voting Power shall constitute a quorum for the transaction of any business, except as otherwise provided in the Governing Documents. If, however, such quorum shall not be present or represented at any meeting, the Members otherwise entitled to vote at that meeting shall have power to adjourn the meeting from time to time, to be reconvened at a time / on a date not more than forty five (45) days from the date 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 or by proxy of Members entitled to cast at least twenty-five percent (25%) of the votes of the Total Voting Power shall constitute a quorum.

4.7 Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary. Every proxy shall be revocable and no proxy shall be valid after the expiration of eleven (11) months from the date of its execution; and provided further that a proxy shall automatically cease upon conveyance by the Member of his or her Lot. No proxy shall be valid as to those matters addressed in Corporations Code Section 7613(g) unless it sets forth the general nature of the matter to be voted on.

4.8 Vote of the Members. If a quorum is present, 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 law. Members shall be entitled to the results of Membership votes conducted at Membership meetings but shall not be entitled to review individual ballots or proxies.

4.9 Action Without A Meeting.

(a) Any action other than the election of Directors which may be taken at a regular or special meeting may be taken without a meeting of Members if the Association distributes a written ballot to every Member entitled to vote pursuant to Corporations Code section 7513. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association, which shall be a date not earlier than thirty (30) days after distribution of the written ballot to the Members;

(b) 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;

(c) The ballot solicitation shall identify both the number of responses needed to meet the quorum requirement and the percentage and/or number of approvals necessary to pass the measure submitted and shall specify the time by which the ballot must be received by HPOA in order to be counted.

ARTICLE 5

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

5.1 Number of Directors. The affairs of this Association shall be managed by or under the direction of a board of at least five (5) but no more than seven (7) Directors.

5.2 Qualification and Disqualification of Directors. Only persons who are Members shall be eligible to be elected to or serve on the Board. Only one (1) Owner of a particular Lot may serve on the Board at any time. A person shall be deemed ineligible and disqualified under the following circumstances: (i) the person is found by a court of competent jurisdiction to be of unsound mind or has been convicted of a felony; (ii) the person fails within sixty (60) days after receiving notice of election to accept such office, either in writing or by attending a meeting of the Board of Directors as a Director; (iii) the person is absent from three (3) consecutive meetings of the Board; and (iv) the person is determined to be Not In Good Standing. A member will be determined not to be in Good Standing if he or she is not current in payment of assessments and duly levied fines, or is in violation of the Declaration.

5.3 Election and Term of Office. At the first election, seven (7) Directors shall be elected with the four Directors receiving the most votes elected for two year terms and the remaining Directors elected for one year terms. At subsequent annual meetings of the Association, the Members shall elect Directors for terms of two years each. Each Director shall serve until the expiration of his or her term and thereafter until a successor is elected, or until the earlier disqualification, death, resignation, or removal of such Director.

5.4 Removal. Any Director may be removed from the Board, with or without cause, by the vote of a majority of a quorum of the Members, thirty-three and a third percent (33-1/3%). Should this document be amended to provide for a reduction in the number of Directors, no Director serving as of the date of that amendment shall be removed from office prior to the expiration of his or her term solely as a result of the reduction in number of Directors.

5.5 Vacancies. A vacancy shall exist on the Board of Directors in the event of the disqualification, death, resignation, or removal of any Director, or if the Members fail to elect the full authorized number of Directors. The Board of Directors, by a majority vote of the Directors who meet all of the qualifications for Directors as set forth in Section 5.2, above, 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 of Directors, except a vacancy created by the removal of a Director, may be filled by approval of the Board of Directors, 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 unanimous written consent of the Directors then in office, or by a sole remaining Director. A Director so chosen shall serve the remainder of the term of office of the Director whom he or she replaces. The Members may elect a Director at any time to fill any vacancy not filled by the Directors. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board or, if the Board fails 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 he or she may render to HPOA as a Director. However, upon approval by the Board, any Director may be reimbursed for his or her expenses actually incurred in the performance of his or her duties.

ARTICLE 6

NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination. Nominations of candidates for election to the Board of Directors may be made by a Nominating Committee if one is appointed by the Board of Directors. If no Nominating Committee is appointed, the Board of Directors may nominate candidates. If the election is held at a meeting of the Members, nominations may also be made from the floor during any such meeting.

6.2 Election. At each election of Directors, the Members or their proxies may cast, in respect to each position on the Board to be filled, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. If two or more candidates receive the same number of votes, a second vote shall be immediately taken in which the Members or their proxies may cast, in respect to each candidate for whom such a tie was made, as many votes as they are entitled to cast under the provisions of the Declaration. The method for voting for Directors shall be as set forth in Section 3.2 of these Bylaws.

ARTICLE 7

MEETINGS OF DIRECTORS

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

7.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at least six times a year, with notice to the Directors, at a place within Hiddenbrooke on a day and at a time as fixed from time to time by resolution of the Board or, upon proper notice.

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

7.4 Notice to Directors. Except as otherwise provided in Section 7.2 of these Bylaws, notice of each meeting of the Board shall be communicated to the Directors not less than four (4) days prior to a regular meeting, and not less than seventy-two (72) hours prior to a special meeting; provided that shorter notice may be given in the case of a bona fide emergency; and provided further that 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, whether before or after the meeting.

7.5 Notice to Members. Except for bona fide emergency meetings and executive sessions, as defined by law, at least four (4) days prior written notice of the day, time, and place of each meeting of the Board of Directors, whether regular or special, shall be given to all Members by one or more of the following methods: posting it in a prominent place or places within the project, by mailing or delivery to each Residence, by newsletter or by other means of communication reasonably designed to provide prior actual notice of such meeting.

7.6 Open Meeting. The regular and special meetings of the Board of Directors shall be open to all Members of HPOA, except when the Board meets in executive session. A reasonable time limit for all Members to speak to the Board shall be established by the Board.

7.7 Executive Session. The Board of Directors may meet in executive session to confer with legal counsel or to discuss and vote upon personnel matters, Member discipline, litigation in which the HPOA is or may become involved, matters that relate to the formation of contracts between the HPOA and others, and, upon a member's request, regarding the member's delinquent or disputed assessment. 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(s) whose participation is, in the judgment of the Board, necessary or appropriate, shall be entitled to attend the executive session.

7.8 Telephone/Electronic Participation. To the extent permitted by law, including, without limitation, *Civil Code* section 1363.05 and *Corporations Code* sections 20 and 7211, Directors may participate in regular or special Board meetings through the use of conference telephone, electronic video screen communications, or other communications equipment.

7.9 Quorum. A majority of the number of Directors then in office, but not less than three (3), 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.

7.10 Minutes of Meetings of Directors. Within thirty (30) days after the date of any meeting of the Board, the Board shall make available to the Members either (i) the minutes of that meeting as adopted by the Board, (ii) those minutes as proposed for adoption which shall be marked to indicate draft status, or (iii) a summary of the minutes. Any matter discussed in an executive session shall be generally noted in the minutes of the Board; minutes of executive sessions shall not otherwise be required. Copies of the minutes, proposed minutes, or summary of minutes shall be provided to any Member of the Association upon request and upon reimbursement of the Association's costs in providing such copies.

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 of Directors shall have the power to:

8.1.1 Rules and Regulations. Adopt, publish, amend, repeal, and enforce rules and regulations governing the administration, management, operation, use, and occupancy of the Property, including the use of the Common Area and facilities, the personal conduct of the Members and their tenants and guests within the Property, and any other matter which is within the jurisdiction of the Association;

8.1.2 Contracts. Authorize any officer or officers to enter into any contract in the name of, or on behalf of, the Association for a period not to exceed one year. 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 Good Standing. Determine, after notice to the member and an opportunity for a hearing by the Board, that a member is not in good standing. The member found by the Board not to be in Good Standing shall continue in that status until the Board shall make a determination, either upon the Board's own initiative or upon the request of a member, that such member is once again, a Member In Good Standing of the Association.

8.1.4 Sanctions; Hearings; Continuing Violations. Establish and impose monetary penalties (fines) for the infraction of any provision of the Governing Documents in accordance with a schedule of monetary penalties adopted by the Board and distributed to all Members; and suspend the voting or other membership rights and privileges of a Member, including the right to use the recreational facilities 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/or for any infraction of the Governing Documents;

When the Board is to meet to consider or impose discipline upon a Member, the Board shall notify the Member in writing, by either personal delivery or first-class mail, at least ten (10) days prior to the meeting. The notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and

may address the Board at the meeting. The Board shall meet in executive session if requested by the Member being disciplined. If the Board imposes discipline on a member, the Board shall provide the Member a written notification of the disciplinary action, by either personal delivery or first-class mail, within fifteen (15) days following the action. A disciplinary action shall not be effective against a Member unless the Board has fulfilled the foregoing requirements.

If a Member who has been disciplined in accordance with this Section 8.1.4 fails to remedy the infraction in the manner and within the period prescribed by the Board, additional monetary penalties (fines) shall be imposed in accordance with the schedule of monetary penalties. The Board need not meet and the Member shall not have a right to address the Board before such additional monetary penalties (fines) are imposed; such additional monetary penalties (fines) shall continue to be imposed at a regular interval determined in accordance with the schedule of monetary penalties until the Member remedies such infraction in the manner prescribed by the Board.

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 Borrow Money. The Board may borrow money for all legitimate and reasonable Association purposes after giving the membership 60 days notice of its intention to do so. To secure any such loan, the Board also has the power to mortgage, pledge, encumber by deed of trust, or hypothecate any or all Association-owned real or personal as security for the borrowing.;

8.1.8 Convey Common Area. Dedicate, sell or transfer all of or any part of the common area or common open space to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members.

8.1.9 Mergers. To the extent permitted by law, participate in mergers and consolidations with other nonprofit organizations organized for the same purposes as this Association, provided that any such merger

or consolidation shall be approved by the affirmative vote or written consent of 33-1/3% of the Voting Power of the Association;

8.1.10 Other Powers. 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; and

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

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 Pro Forma Budget. Prepare and distribute to the Members annually, a pro forma operating budget.

8.2.3 Reserve Study. At least once every three (3) years, the Board shall cause to be conducted 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 Property.

8.2.4 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;

8.2.5 Distribution of Annual Financial Statement. Distribute via mail or newsletter to all Members within ninety (90) days after the close of each Fiscal Year accrual basis financial statements including a balance sheet and income statement with sufficient detail to allow a reasonable understanding of the financial affairs of HPOA. The annual financial statement need not be prepared by a Certified Public Accountant (CPA) unless requested in writing by at least 10% of the Members within 120 days prior to the close of the Fiscal Year.

8.2.6 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.

ARTICLE 9

OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices. The officers of this Association shall be a President, Vice-President, Secretary, and a Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may, from time to time, by resolution appoint.

9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, following each annual meeting of the Members.

9.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he or she shall sooner resign, be removed by the Board, or otherwise be disqualified to serve.

9.4 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.

9.5 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.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the majority of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces, subject to the Board's right to remove an officer.

9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 9.4 of this Article.

9.8 President. The President shall be the chief executive officer of the Association and shall, subject to control of the Board of Directors, 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 of Directors, 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 of Directors and the Bylaws, subject, however, to any limitations contained in the Declaration.

9.9 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 of Directors.

9.10 Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board of Directors may prescribe, 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 of Directors 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 of Directors or the Bylaws.

9.11 Treasurer. The Treasurer 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 of Directors; may sign along with another Board member all checks and promissory notes of the Association; shall keep 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 of Directors.

ARTICLE 10

COMMITTEES

10.1 Committees. The Board shall appoint the Hiddenbrooke Architectural Review Committee, as provided in the Declaration, and may appoint such other committees as it deems appropriate in carrying out the powers and purposes of the Association. Any "committees 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 section 7212. The Board shall appoint all of the members of any committee created by the Board.

ARTICLE 11

BOOKS, RECORDS AND FUNDS

11.1 Record Keeping. The accounting books and records of the Association and the minute books of proceedings of the Members, the Board, and Committees of the Board shall, upon written request and during reasonable hours, be subject to inspection by any Member for any purpose, specified in writing, which is reasonably related to such Member's interest as a Member of the Association. 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, or notes or other evidences of indebtedness issued in the name of, or payable to, the Association shall be signed or endorsed by two (2) or more officers of the Association, and in the manner as specified by the Board of Directors; provided, however, that the signatures of at least two (2) persons who shall be members of the Board of Directors or one (1) member of the Board of Directors and one (1) officer who is not a member of the Board of Directors shall be required for the withdrawal of funds from the Association's reserve account.

11.3 Fiscal Year. The fiscal year of the Association shall be as determined by resolution of the Board of Directors.

ARTICLE 12

AMENDMENTS

12.1 These Bylaws may be amended by the affirmative vote or written consent of a majority of a quorum of the Members.

ARTICLE 13

MISCELLANEOUS

13.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

CERTIFICATION

OF

BYLAWS

HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC.

I, the undersigned, hereby certify that:

I am the Secretary of the HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC.; and

The foregoing Bylaws of HIDDENBROOKE PROPERTY OWNERS ASSOCIATION, INC. are hereby adopted as the original Bylaws the Association.

Executed this ____ day of _____, 2005.

Secretary