

**AMENDED AND RESTATED
BYLAWS
OF
MAMMOTH ESTATES
CONDOMINIUMS, INC.**

Dated June 18, 2022

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**BYLAWS OF
MAMMOTH ESTATES CONDOMINIUMS, INC.**

**ARTICLE 1
NAME AND LOCATION**

1.1 Name and Location. The name of the incorporated association is Mammoth Estates Condominiums hereinafter referred to as the "Association." The Association is a California non-profit corporation. The principal office of the Association shall be located at the Project, or at such other place as may be designated by the Board.

**ARTICLE 2
DEFINITIONS**

2.1 Incorporation of Definitions. The definitions contained in the Declaration are incorporated by reference herein.

2.2 Declaration. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Mammoth Estates, and any subsequent amendments thereto.

**ARTICLE 3
MEETING OF MEMBERS AND VOTING**

3.1 Annual Meeting. The annual meetings shall be set each year by the Board.

3.2 Special Meetings. Special meetings of the Members shall be promptly scheduled at any time by the Board in response to the vote of a majority of the Board of Directors, or in response to a request by the President, or upon written request of the Members representing five percent (5%) of the total voting power of the Association.

3.3 Notice and Place of Meetings. Written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary, by personal delivery or mailing a copy of such notice, first class mail, postage prepaid, at least thirty (30) but not more than ninety (90) days before such meeting to each First Lender requesting notice and to all Members, addressed 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. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such

items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s): (a) removing a director without cause; (b) filling vacancies in the Board of Directors by the Members; (c) amending the Articles of Incorporation; (d) approving a contract or transaction in which a director has a material financial interest. Meetings shall be held within the Project or at a meeting place chosen by the Board.

3.4 Quorum. The presence either in person or by proxy, at any meeting, of Members entitled to cast fifty-one percent (51%) of the total voting power of the Association (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting), shall constitute a quorum for any action except as otherwise provided in the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat may, unless otherwise provided by law, adjourn the meeting to a date not less than five (5) days and not more than thirty (30) days from the meeting date, at which meeting the quorum requirements shall be one-third (1/3) of the total voting power (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting). The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that twenty-five percent (25%) of the total voting power of the Association remains present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute a quorum. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after the adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for annual meetings.

Notwithstanding anything herein to the contrary, for purposes of obtaining membership approval of special Assessments or increases in annual Assessments as may be required by section 4.4 of the Declaration, a "quorum" means more than fifty percent (50%) of the Members of the Association.

3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit, or upon receipt of written notice by the Secretary of the Board of the death or judicially declared incompetence of a Member prior to the counting of the vote, or upon the expiration of eleven (11) months from the date of the proxy. Any form of proxy distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon. The proxy shall provide that,

where the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy also shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. In addition, voting by proxy shall comply with any other applicable requirements of California Corporations Code §§ 7514 and 7613, or any amendments to or replacements of the code sections.

3.6 Membership and Voting. Membership shall be held as provided in the Declaration.

3.7 Eligibility to Vote. All members shall be entitled to vote on any issue or matter presented to the Members for approval.

3.8 Record Dates:

3.8.1 Record Dates Established by the Board. For the purpose of determining which Members are entitled to receive notice of any meeting, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so fixed are entitled to notice, or to take any action by written ballot or otherwise, as the case may be, notwithstanding any transfer of a Unit and appurtenant membership on the books of the Association after the record date, except as otherwise provided by agreement or by law. The record dates established by the Board pursuant to this section shall be as follows:

(1) Record Date for Notice of Meetings. In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;

(2) Record Date for Action by Written Ballot Without Meeting. In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(3) Record Date for Other Lawful Action. In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than sixty (60) days prior to the date of such other action.

3.8.2 Failure of Board to Fix a Record Date. If the Board, for any reason, fails to establish a record date, the following rules shall apply:

(1) Record Date for Notice of Meetings. The record date for determining those Members entitled to receive notice of a meeting of

Members shall be the business day preceding the day on which notice is given, or, if notice is waived, the business day preceding the day on which the meeting is held.

(2) **Record Date for Action by Written Ballot Without Meeting.** The record date for determining those Members entitled to vote by written ballot on proposed Association actions without a meeting, when no prior action by the Board has been taken, shall be the day on which the first written ballot is mailed or solicited. When prior action of the Board has been taken, it shall be the day on which the Board adopts the resolution relating to that action.

(3) **Record Date for Other Lawful Action.** The record date for determining those Members entitled to exercise any rights in respect to any other lawful action shall be Members at the close of business on the day on which the Board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

(4) **"Record Date" Means as of Close of Business.** For purposes of this subparagraph, a person holding a membership as of the close of business on the record date shall be deemed the Member of record.

3.9 **Action Without Meeting.** Any action that may be taken at any annual or special meeting of Members (except the election of directors) may be taken without a meeting in accordance with the provisions of California Corporations Code § § 7513 and 7516. Any form of written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.

3.10 **Conduct of Meetings.** Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. Notwithstanding any other provision of law, notice of meetings of the Members shall specify those matters the Board intends to present for action by the Members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with Article 3 (commencing with Section 8330) of Chapter 13 of Part 3 of Title 1 of the Corporations Code. Any Member of the Association may attend meetings of the Board, except when the Board adjourns to executive session to consider litigation, matters that relate to the formation of contracts with third parties, or personnel matters. Any matter discussed in executive session shall be generally noted in the minutes of the Board. In any matter relating to the discipline of an Association Member, the Board shall meet in executive session if requested by that Member, and the

Member shall be entitled to attend the executive session.

ARTICLE 4

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 Number. The affairs of this Association shall be managed by a Board of seven (7) directors, all of whom must be members of the Association, or a person appointed as a member by a legal entity that holds title to a separate interest parcel. All Directors shall be current in the payment of regular and special assessments.

4.2 Term of Office. Unless vacated sooner, each director shall hold office for one year until the director's term expires and a successor is elected.

4.3 Removal; Vacancies. Unless the entire Board is removed from office by the vote of Association Members, an individual director shall not be removed prior to the expiration of his term of office if the votes cast against his removal would be sufficient to elect him if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of directors were then being elected. In the event of death or resignation of one or more directors, the vacancy(ies) shall be filled by approval of the Board at a duly held meeting, or by the sole remaining director. The successor director(s) shall serve for the unexpired term of his or her predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors within sixty (60) days of the commencement of the vacancy. A vacancy created by removal of a director can be filled only by election of the Members.

4.4 Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for his actual out of pocket expenses, if reasonable, that are incurred in the performance of his or her duties.

4.5 Indemnification of Association Agents.

4.5.1 Definitions. For the purposes of this section, "agent" includes any person who is or was a director, officer, employee, or other agent of the Association; "proceeding" includes any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorney's fees and any expense of establishing a right to indemnification under subsections 4.5.4 or 4.5.5 hereof.

4.5.2 Indemnification in Actions by Third Parties. The Association shall have power to indemnify any person who was a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association) by reason of the fact that such person is or was an agent of the

Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Association or that the person had reasonable cause to believe that the person's conduct was unlawful.

4.5.3 Indemnification in Actions by or in the Right of the Association. The Association shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Association, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this subsection 4.5.3 for any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such person's duty to the Association and its Members, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for expenses and then only to the extent that the court shall determine. The power to indemnify may include amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval and expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

4.5.4 Indemnification Against Expenses. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in subsections 4.5.2 or 4.5.3 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

4.5.5 Required Determinations. Except as provided in subsection 4.5.4, any indemnification under this section shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subsections 4.5.2 or 4.5.3 by:

(1) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(2) If such a quorum is not obtainable, by independent legal counsel in a written opinion;

(3) Approval of the Members, with the condominiums owned by the person to be indemnified not being entitled to vote thereon; or

(4) A decision of the court in which such proceeding is or was pending upon application made by the Association or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association.

4.5.6 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized by this section.

4.5.7 Other Indemnification. No provision made by the Association to indemnify its directors, officers, or committee members for the defense of any proceeding, whether contained in the Declaration, Bylaws, a resolution of Members or directors, an agreement or otherwise, shall be valid unless consistent with this section. Nothing contained in this section shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

4.5.8 Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this section except as provided in subsections 4.5.3 or 4.5.5(4) in any circumstances where it appears:

(1) That it would be inconsistent with a provision of the Declaration, these Bylaws, a resolution of the Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

4.5.9 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out

of the agent's status as such whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this section.

4.5.10 Non-applicability to Fiduciaries of Employee Benefit Plans.

This section does not apply to any proceeding against any trustees, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Association as defined in subsection 4.5.1. The Association shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of § 207 of the California Corporations Code, or any successor statute.

ARTICLE 5 NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Notice to the Members of the meeting shall include the names of all those who are nominees at the time the notice is sent. The Nominating Committee shall consist of a Chair, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

5.2 Election (a) Except as provided in (b) below. The election of the Board shall be conducted at each annual meeting of the Association. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Voting for directors shall be by secret written ballot.

(b) If as of the deadline for submitting nominations, the number of qualified candidates is not more than the number of vacancies on the board to be elected, as determined by the inspector of elections, the association may consider the qualified candidates elected by acclamation if all of the conditions specified in Civil Code Section 5103 have been met.

ARTICLE 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall

be held at least quarterly at such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday. Notice of the time and place of the meeting - shall be communicated to directors not less than thirty (30) days prior to the meeting. Notice of any meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The Board shall communicate the notice of the time and place of such meeting to the Members by any means it deems appropriate, which may be (if the Board chooses) the posting of such notice in the Common Area.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one (1) of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by I telephone communication, either directly to the director or to a person at the director's office who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Such notice shall be posted or communicated in a manner prescribed for notice of regular meetings and shall be sent to all directors not less than seventy-two (72) hours prior to the scheduled time of the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

6.3 Quorum. A majority of the directors then in office (but not less than five (5)) shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board. A meeting at which as quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by a majority of the required quorum for that meeting.

6.4 Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

6.5 Executive Session. The Board may, with approval of a majority of its members present at a meeting in which a quorum for the transaction of business has been established", or, if all members of the governing body are present, by a majority vote of the members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which

the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.6 Telephone Meetings. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting. An explanation of the action shall be communicated by the Board to the Members by any means it deems appropriate, including if it so chooses, the posting of said explanation at a prominent place within the Common Area within three (3) days after the meeting. The Secretary shall cause minutes of any telephone meeting to be circulated to each Board member promptly after such a meeting and each Board member shall execute and return to the Secretary a copy of the minutes confirming he has read them and they are accurate.

6.7 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

6.8 Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment, and shall be posted at a prominent place within the Common Area. If the Common Area consists only of an easement or is otherwise unsuitable for posting of such notice, the Board shall communicate the notice of the time and place of such meeting by any means it deems appropriate.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

7.1.1 Maintenance. Perform the maintenance described in the Declaration;

7.1.2 Insurance. Maintain insurance as required by the Declaration;

7.1.3 Discharge of Liens. Discharge by payment, if necessary, any lien against the Common Area and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);

7.1.4 Assessments. Fix, levy, collect and enforce Assessments as set forth in the Declaration;

7.1.5 Expenses and Obligations. Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

7.1.6 Records. Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members; keep adequate and correct books and records of account, minutes of proceedings of its Members, Board and committees, and a record of its Members giving their names and addresses;

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

7.1.8 Enforcement. Enforce these Bylaws and the Declaration;

7.1.9 Review of Financial Records. The Board shall review on a monthly basis the following: (i) a current reconciliation of the Association's operating and reserve accounts, (ii) the current year's actual operating and reserve revenues and expenses compared to the current year's budget (iii) an income and expense statement for the Association's operating and reserve accounts. (iv) the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, those major components which the Association is obligated to maintain; and (v) the check register, monthly general ledger, and delinquent assessment receivable reports. For months in which the Board does not have a regularly scheduled meeting, the review shall be conducted by the Chief Financial Officer and one other Board Member. The Board shall ratify this review at its next regularly scheduled board meeting.

7.1.10 Reserve Account Withdrawal Restrictions. Require that at least two

(2) signatures be needed for the withdrawal of monies from the Association's reserve accounts, who shall be members of the Board;

7.1.11 Reserve Account Fund Management. The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established. However, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cashflow requirements or other expenses. The transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a delay would be in the best interests of the Project, delay the restoration until the time which the Board reasonably determines to be necessary. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to the reserve account, and shall, if necessary, levy a special Assessment to recover the full amount of the expended funds within the time limits required by this section. This special Assessment is not subject to the limitation imposed by section 4.4 of the Declaration;

7.1.12 Reserve Studies. At least every three years the Board shall cause a study of the reserve account requirements of the Project to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore, or maintain is equal to or greater than one-half (1/2) of the gross budget of the Association for any fiscal year. The Board shall review this study 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 study required by this section shall at a minimum include:

(1) identification of the major components which the Association is obligated to repair, replace or restore, or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years;

(2) identification of the probable remaining useful life of the components identified in paragraph (1) as of the date of the study;

(3) an estimate of the cost of repair, replacement, restoration, or maintenance of each major component identified in paragraph (1) during and at the end of its useful life; and

(4) an estimate of the total annual contribution necessary to

defray the cost to repair, replace, restore, or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study. As used in this section, "reserve account requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace, or restore those major components which the Association is obligated to maintain.

7.1.13 Future Changes in Reserve Account Requirements. The provisions of subsections 7.1.11 and 7.1.12 incorporate the statutory requirements of California Civil Code § 1365.5. If said § 1365.5 is amended in any manner, this section 7.1 shall be amended in the same manner without the necessity of amending this Declaration.

7.2 Powers. The Board of Directors shall have power to:

7.2.1 Manager. Employ a manager as provided in the Declaration;

7.2.2 Adoption of Rules. Adopt rules in accordance with the Declaration;

7.2.3 Assessments, Liens and Fines. Levy and collect Assessments and impose fines as provided in the Declaration.

7.2.4 Enforcement (Notice and Hearing). Enforce these Bylaws and/or the Declaration provided that at least fifteen (15) days' prior notice of any charges (other than Assessments) or potential discipline or fine and the reasons therefor are given to the Member affected, and that an opportunity is provided for the Member to be heard, orally or in writing not less than five (5) days before the imposition of the discipline or fine, said hearing to be before the Board. Any notice required herein shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be given by first class or registered mail sent to the last address of the Member as shown on the Association's records.

7.2.5 Contracts. Contract for goods and/or services in accordance with the Declaration.

7.2.6 Delegation. Delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate the authority to make capital expenditures for additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or rules and regulations promulgated by the Board, or to make a decision to levy monetary fines, impose special Assessments against individual Units, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline following any such

hearing; to make a decision to levy annual or special Assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of Assessments. Any such delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written resolution executed by a majority of the Board.

7.2.7 Use of Recreational Facilities. Limit the number of an Owner's guests who may use the recreational facilities as provided in the Declaration;

7.2.8 Appointment of Trustee. Appoint a trustee to enforce assessment liens by power of sale as provided in the Declaration and in California Civil Code § 1367(b);

7.2.9 Other Powers. In addition to any other power contained herein, the Association may exercise the powers granted to a nonprofit mutual benefit corporation as enumerated in California Corporations Code § 7140, except adopting or using a corporate seal or issuing membership certificates because this entity is an unincorporated association.

7.3 Prohibited Acts. The Board shall not take any of the following actions, except with the vote or written consent of a majority of the total voting power of the Association:

A. Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

(1) a management contract;

(2) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(3) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured;

(4) lease agreements for laundry room fixtures and equipment of not to exceed five (5) years duration;

(5) agreements for cable television services and equipment or satellite dish television services and equipment of not to exceed five (5) years

duration;

(6) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five (5) years duration.

B. Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

C. Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

D. Paying compensation to Members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Member or officer to be reimbursed for the actual expenses, if reasonable, that are incurred in the performance of his or her duties.

ARTICLE 8 OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The officers of this Association shall be a President, a Secretary, and a Chief Financial Officer who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

8.2 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.

8.3 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, or shall be removed, or otherwise disqualified to serve.

8.4 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.

8.5 Resignation and Removal. Any officer may be removed from office (but not from the Board, if the officer is also a Board member) by the Board with or without cause. 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.

8.6 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 he replaces.

8.7 Duties. The duties of the officers are as follows:

8.7.1 President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a California nonprofit mutual benefit corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

8.7.2 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses, and shall perform such other duties as required by the Board.

8.7.3 Chief Financial Officer. The Chief Financial officer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; shall prepare and shall distribute budgets and statements to each Member as follows:

(1) a pro forma operating budget for each fiscal year shall be distributed not less than thirty (30) nor more than forty-five (45) days before the beginning of the fiscal year consisting of at least the following:

(a) estimated revenue and expenses on an accrual basis;
(b) a summary of the Association's reserves based upon the most recent review or study conducted pursuant to section 7.1, which shall be printed in bold type and include all of the following:

(i) the current estimated replacement cost, estimated remaining life, and estimated useful life of each major component;

(ii) as of the end of the fiscal year for which the study is prepared:

(A) the current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain the major components;

(B) the current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components;

(iii) the percentage that the amount determined for purposes of clause (B) of subparagraph (ii) is of the amount determined for purposes of clause (A) of subparagraph (ii);

(c) a statement as to whether the Board has determined or anticipates that the levy of one or more special Assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore;

(d) a general statement setting forth the procedures used in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Areas and facilities for which the Association is responsible.

In lieu of the distribution of the pro forma operating budget, the Board may elect to distribute a summary of the items described hereinabove, to all the Members, with written notice that the budget is available at the business office of the Association or at another suitable location within the boundaries of the development and that copies will be provided upon request and at the expense of the Association. If any Member requests a copy of the pro forma operating budget, including the items referred to above, to be mailed to the Member, the Association shall provide the copy to the Member by first-class United States mail at the expense of the Association and delivered within five (5) days. The written notice that is distributed to each of the Association Members shall be in at least 10-point bold type on the front page of the summary of the statement;

(2) a balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of Assessments received and receivable identified by the numbers of the Units and the name or names of the Owners assessed;

(3) a report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (a) a balance sheet as of the end of the fiscal year; (b) an operating (income) statement for the fiscal year; (c) a statement of changes in financial position for the fiscal year; (d) for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000), a copy of a review statement which shall consist of the financial statement of the Association prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy; (e) any information required to be reported under § 8322 of the California Corporations Code;

(4) a statement describing the Association's policies and practices in enforcing lien rights, or other legal remedies for default in payment of

its Assessments against its Members, and a statement of the place where the names and addresses of the current Members are located shall be distributed annually to the Members during the sixty (60) day period immediately preceding the beginning of the Association's fiscal year.

8.7.4 Delegation. The foregoing duties may be delegated to a manager, accountant, or other employee appointed by the Board.

ARTICLE 9 COMMITTEES

9.1 Executive Committee. An Executive Committee may be appointed by the Board consisting of three Board members to perform and discharge routine day-to-day matters for the Board.

9.2 Architectural Control. An Architectural Control Committee may be appointed as provided in these Bylaws.

9.3 Other Committees and Committee Restrictions. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Nonprofit Corporation Law of California, also requires Members' approval; (b) fill vacancies on the Board of Directors or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board of Directors; (e) appoint any other committees of the Board of Directors or the members of those committees; (f) approve any transaction to which the Association is a party and in which one (1) or more directors have a material financial interest.

ARTICLE 10 BOOKS AND RECORDS

10.1 Inspection by Members. The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board, and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Project as the Board shall prescribe. Board minutes shall be available to Members within thirty (30) days of the meeting, and shall be distributed to any Member upon request.

10.2 Rules for Inspection. The Board shall establish reasonable rules with respect to:

A. Notice to be given to the custodian of the records by the Member desiring to make the inspection;

B. Hours and days of the week when such an inspection may be made;

C. Payment of the cost of reproducing copies of documents requested by a Member.

10.3 Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of -inspection by a director includes the right to make extracts and copies of documents, at the expense of the Association.

10.4 Documents Provided by Board. Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide the Owner with a copy of the governing documents of the Project, a copy of the most recent budget and statements of the Association distributed as provided herein; and a true statement in writing from an authorized representative of the Association as to the amount of the Associations current regular and special Assessments and fees, as well as any Assessments levied upon the Owner's interest which are unpaid on the date of the statement, including late charges, interest, and costs of collection which, as of the date of the statement, are or may be made a lien upon the Owner's Condominium. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

ARTICLE 11 MISCELLANEOUS

11.1 Amendments. The Bylaws may be amended by the Board with approval of owners of sixty-seven (67%) percent of the units, provided such amendment is consistent with the provisions of Corporations Code Section 7150 as amended from time to time. However, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

11.2 Conflicts. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

11.3 Fiscal Year. The fiscal year shall be set by the Board and to the extent permitted by law may be changed from time to time by the Board.

CERTIFICATE OF SECRETARY

Certificate of Secretary I, the undersigned, the duly elected Secretary of Mammoth Estates Condominium, a California nonprofit corporation (the "Corporation"), do hereby certify: That the foregoing Bylaws consisting of Twenty (20) pages (not including this page) were adopted as the Amended and Restated Bylaws of this Corporation by the Directors of this Corporation on June 18, 2022 and do now constitute the Amended and Restated Bylaws of this Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18th day of June, 2022.

DocuSigned by:

8D3B12C1607407C
Landon O'Banion , Secretary