

**INDEX TO  
 AMENDED AND RESTATED BYLAWS  
 OF  
 BLUM ROAD BUSINESS PARK OWNERS' ASSOCIATION**

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**AMENDED AND RESTATED BYLAWS  
OF  
BLUM ROAD BUSINESS PARK OWNERS' ASSOCIATION**

ARTICLE I

NAME AND LOCATION

The name of this nonprofit mutual benefit corporation is "BLUM ROAD BUSINESS PARK OWNERS' ASSOCIATION," a California non-profit mutual benefit corporation (the "**Association**"). The principal office of the Association shall be in the County of Contra Costa, State of California.

ARTICLE II

DEFINITIONS

Terms not defined herein shall have the meanings set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Blum Road Business Park, a Common Interest Development, dated \_\_\_\_\_, 200\_\_ and recorded in the Office of the County Recorder of Contra Costa County, California (collectively with all amendments thereto, the "**Declaration**").

ARTICLE III

POWERS AND DUTIES OF ASSOCIATION AND BOARD

3.1 POWERS OF ASSOCIATION: The Association has the general power to do any and all things that a nonprofit mutual benefit corporation organized under the laws of the State of California may lawfully do for the benefit of its Members. These powers include any and all lawful actions which may be authorized, required or permitted to be done under and by virtue of the Project Documents or which may be necessary and proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety or general welfare of the Members. The Association shall have all of the powers and duties set forth in the Project Documents, subject to the limitations stated in the Project Documents.

3.2 POWERS OF BOARD: The Board shall have the authority to undertake all duties of the Association and the duty to assume responsibility for the management and conduct of the affairs of the Association. The authority of the Board to act shall be limited insofar as the Project Documents expressly reserve certain powers to the Members. The Board shall obtain legal, accounting and managerial services as necessary for the proper maintenance and operation of the Project. The Board may delegate any of its powers to any committee, officer or employee as the Board deems necessary and proper except that no committee shall have the power to: (i) approve any action which requires the approval of the Members as provided in the Declaration or these Bylaws; (ii) fill vacancies on the Board or any committee; (iii) amend or repeal these Bylaws or adopt new Bylaws; (iv) amend or repeal any resolution of the Board; or (v) appoint Directors of the Board, committees of the Board or members thereof. The Board

may also appoint or hire any qualified person or entity as manager of the Project. Except as expressly prohibited, the Board may delegate to the manager any of its duties, powers or functions, including the authority to deposit or withdraw funds from the accounts of the Association, but excluding the right to take any action described in Corporations Code Section 7236. The manager may additionally be authorized to establish a common trustee account for the deposit of assessments collected.

3.3 LIMITATIONS ON POWERS OF BOARD: Without the vote or written consent of fifty-one percent (51%) of the total voting power of the Association, the Board shall be prohibited from levying a Regular or Special Assessment in violation of California Civil Code Section 1366 or filling a vacancy on the Board created by the removal of a Director.

3.4 BOOKS AND RECORDS: The Board shall cause a complete record of all of its acts and corporate affairs to be kept. All books, records and papers of the Association, including minutes of meetings of the Board, Association and committees of the Association, and the Project Documents shall be available for inspection and copying by any Member or his duly appointed representative during reasonable business hours. The minutes of any meeting of the Board, other than an executive session, shall be available within thirty (30) days of any such meeting and shall be distributed to any Member upon request and upon reimbursement of the Association's costs of making that distribution. The Members shall be notified of their rights to have copies of the minutes of meetings of the Board at the time the pro forma budget required in Civil Code Section 1365 (or successor statute thereto) is distributed or at the time of any general mailing to the entire membership of the Association. The Board may establish rules regarding a Member's right to inspect Association books and records pursuant to Civil Code Section 1365.2 (or successor statute thereto).

3.5 DISTRIBUTION OF PROJECT DOCUMENTS: Within ten (10) days of a written request by a Member, the Association shall provide to the Member current copies of the Project Documents. A charge for the copies may be made by the Association, which shall not exceed the reasonable costs of preparation, reproduction and mailing.

3.6 NOTICE AND HEARING:

3.6.1 Procedure: If a Member appears to be in violation of any provision of the Project Documents and the provisions of any of the Project Documents require that Notice and Hearing be provided, the Board shall give written notice to the Member specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard by the Board. If the Member's failure to correct a violation, within a reasonable period of time specified by the Board, results in the expenditure of funds by the Association to correct the violation, the notice shall also state that the Board may vote to levy a Reimbursement Assessment if the Board finds that a violation has occurred. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States mail, first class postage prepaid, addressed to the Member at the address given by the Member to the Board for the purpose of service of notice or to the address of the Member's

Condominium if no other address has been provided. Any address may be changed from time to time by giving written notice to the Board.

3.6.2 Determination: After the hearing has taken place, the Board shall (i) determine whether a violation has occurred and, if so, may impose a Reimbursement Assessment which shall become effective not less than five (5) days after the date of the hearing; or (ii) take such other action as may be appropriate. The determination of the Board shall be final. However, nothing herein shall be construed to prevent the Board from making any emergency repairs or taking any other emergency action it deems necessary and subsequently providing Notice and Hearing.

## ARTICLE IV

### MEMBERSHIP AND VOTING

4.1 CLASSES OF MEMBERSHIP: The Association shall have one (1) class of Members. Each Owner shall be a Class A Member.

4.2 VOTING: Each provision of the Project Documents which requires either a specified vote or approval of Members shall require a specified vote or approval of the total voting power of Members. Only one (1) vote for each Condominium owned by a Class A Member(s) may be cast. The vote for each Condominium shall be cast as a majority of co-Owners of the Condominium shall determine. Any vote cast by a single Member shall be deemed the authorized vote for that Condominium. If the majority of co-Owners present in person or by proxy at a meeting cannot agree as to how to cast the vote for the Condominium, no vote shall be cast for that Condominium.

4.3 PROXIES: Each Member may vote in person or by proxy. Such proxy shall be in writing, signed and dated by the Member and filed with the Secretary of the Association. No proxy shall be valid as to those matters described in Corporations Code Section 7613(g) unless it sets forth the general nature of the matter as required by Section 7613(g). Every proxy shall be revocable and shall automatically cease upon actual notice to the Association of the conveyance by the Member of his interest in his Condominium or the death or judicially declared incompetence of the Member. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise specifically provided in the proxy. Votes represented by proxies shall be counted in determining whether a quorum exists at a meeting.

4.4 CUMULATIVE VOTING: Cumulative voting applies only when electing or removing Directors. Class A Members shall be entitled to cast a number of votes equal to the number of Directors to be elected multiplied by the number of Condominiums owned. Every Member may cumulate his votes and give them to a single candidate or distribute them among as many candidates as he thinks fit, as long as the name of any candidate for whom the Member casts cumulated votes has been put into nomination prior to the commencement of voting and the Member announces his intention to cumulate votes prior to voting. If one Member announces his intention to cumulate votes, all Members may cumulate votes.

## ARTICLE V

### DIRECTORS AND OFFICERS

5.1 GENERALLY: The affairs of the Association shall be managed by a Board of three (3) Directors who shall be Members in good standing, or officers, directors or employees of a Member in good standing. Each Director shall serve from the date appointed or elected until his successor is elected at the next annual meeting. New Directors shall be elected at each annual meeting. The officers of the Association shall be a President, who shall be a Director, a Secretary and a Chief Financial Officer (Treasurer). Each officer shall hold office until his successor is elected unless he resigns, is removed or otherwise is disqualified from serving. The Board may appoint a person to fill a vacancy in any office and he shall serve the remainder of the term of the officer he replaces.

5.2 ELECTION OF DIRECTORS: Directors shall be elected as provided in this Section.

5.2.1 Nomination: Nomination for election to the Board shall be made by a nominating committee. The nominating committee shall consist of a chairman, who shall be a Director, and two or more Members. The committee shall be appointed by the Board and shall be announced at each annual meeting. Members of the nominating committee shall serve from the close of the meeting at which their appointments are announced until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board as it determines in its discretion; provided, however, that there must be at least as many nominations as there are vacancies to be filled. Nominations may also be made from the floor.

5.2.2 Election: Election to the Board shall be by secret written ballot. The persons receiving the largest numbers of votes shall be deemed elected. Each Member may cumulate his votes in the manner described in Section 4.4.

5.2.3 Term of Office: Each Director elected shall serve a term of one (1 year).

5.3 REMOVAL AND RESIGNATION OF DIRECTORS: Unless the entire Board is removed from office by a vote of the Members, an individual Director shall not be removed prior to the expiration of his term if the number of votes cast against his removal is greater than the sum arrived at by using the following formula:  $X/Y + 1$ , where X equals the total number of votes cast at the election to remove the Director and Y equals the number of Directors authorized to be elected by these Bylaws. However, any Director who has been elected may be removed from office prior to the expiration of his term only by the vote of not less than fifty-one percent (51%) of Members. When voting for the removal of a Director, each Member shall be entitled to cumulate his votes as described in Section 4.4. Any Director may resign by giving written notice to the Board. The resignation shall be effective on the date specified in the notice. Unless otherwise provided in the notice, the acceptance of a resignation shall not be necessary to make it effective.

5.4 ELECTION OF OFFICERS: Officers shall be elected by the Board at the first meeting held after each annual meeting of the Association. The Board may also elect a Vice

President and/or such other officers as the affairs of the Association may require. Only a Director may be elected as Vice President. The terms of office shall be prescribed by the Board.

5.5 REMOVAL AND RESIGNATION OF OFFICERS: Any officer may be removed from office by the Board with or without cause. If a Director serving in the office of President or Vice President has been removed pursuant to Section 5.3, he shall also be automatically removed from his position as an officer. Any officer removed by the Board shall not be removed from the position of Director except pursuant to Section 5.3. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall be effective on the date specified in the notice. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make it effective.

5.6 DUTIES OF OFFICERS: Unless otherwise directed by the Board, officers shall perform the duties described herein:

5.6.1 President: The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out, and (iii) sign all leases, mortgages, deeds, promissory notes and other written instruments.

5.6.2 Vice President: The Vice President, if any, shall act in the place and stead of the president in the event of the President's absence or his inability or refusal to act.

5.6.3 Secretary: The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and the Association; (ii) serve notice of meetings of the Board and the Association; and (iii) keep appropriate current records showing the Members together with their addresses.

5.6.4 Chief Financial Officer: The Chief Financial Officer shall (i) receive and deposit into appropriate bank accounts all monies of the Association; (ii) disburse funds as directed by resolutions of the Board; (iii) keep proper books of account; and (iv) prepare or cause to be prepared all budgets and financial statements.

## ARTICLE VI

### MEETINGS OF MEMBERS

6.1 ANNUAL MEETINGS: Every annual meeting shall be held during the same month of the year that the first annual meeting was held, with the specific day and time to be determined by the Board. Meetings shall be held within the Project or at a location as close to the Project as possible. The Board shall specify the location of the meeting in the notice for the meeting.

6.2 SPECIAL MEETINGS: A special meeting of the Members must be promptly scheduled by the President, or, if the President refuses or is unable to, by any Director, upon:

6.2.1 A vote of the Board itself; or

6.2.2 Receipt by the Board of a written request for such a meeting signed by Members representing not less than five percent (5%) of the total voting power of the Association. Special meetings of the Members may also be called at any time by the President or the Board.

6.3 NOTICE: Except where the Project Documents require otherwise, written notice of regular and special meetings of the Members shall be given by or at the direction of the Secretary or other person authorized to call the meeting. Notice of each meeting shall be given to each Member entitled to vote at the meeting and shall be addressed to the Member at either (i) the most recent address appearing on the books of the Association or (ii) the address supplied by the Member to the Association for the purpose of notice. Notices for a meeting called pursuant to Sections 6.1 or 6.2.1 shall be personally delivered or mailed first class with postage prepaid at least ten (10) but not more than ninety (90) days before the meeting; however, notices for a meeting called pursuant to section 6.2.2 shall be given at least thirty-five (35) but not more than ninety (90) days after receipt by the Board of the request. Notice by mail other than first class shall be made at least twenty (20) but not more than ninety (90) days before each meeting. Notices of meetings shall specify the place, day and hour of the meeting. Notices of special meetings shall also state the purpose of the special meeting. If mailed, notices shall be deemed to be delivered twenty-four (24) hours after their deposit in the United States mail, first class postage prepaid.

6.4 QUORUM: The presence at the meeting of Members entitled to cast (or of proxies entitled to cast) thirty-three percent (33%) of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in the Declaration and these Bylaws. If a quorum is not present or represented at any meeting, a majority of the Members present in person or by proxy shall have the power to adjourn the meeting to another time with no notice other than an announcement at the meeting. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the reconvened meeting after adjournment, notice of the time and place of the reconvened meeting shall be given to Members in the manner prescribed for regular meetings.

6.5 ACTION WITHOUT MEETINGS: Any action which may be taken by the vote of Members at a regular or special meeting, except the election of Directors where cumulative voting is a requirement, may be taken without a meeting if done in compliance with the provisions of Section 7513 of the California Corporations Code.

## ARTICLE VII

### MEETINGS OF DIRECTORS

7.1 REGULAR MEETINGS: Regular meetings of the Board shall be held monthly unless the Board determines that the business to be transacted does not justify monthly meetings. In that event, regular meetings shall be held at intervals determined by the Board but not less frequently than once every three (3) months. Regular meetings shall be held at the time and place fixed by the Board.



7.2 SPECIAL MEETINGS: Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two Directors other than the president.

7.3 NOTICE: Notice of any regular meeting of the Board shall be given to each Director not less than four (4) nor more than fifteen (15) days prior to the date fixed for such meeting. Notice shall be personally delivered or sent by mail or electronic communication to each Director at his address as shown in the records of the Association; provided, however, that notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to the holding of such meeting. The notice shall specify the time and place of the meeting. Notice of any special meeting shall be given in the same manner as notice for a regular meeting, except that notice shall be given to each Director not less than seventy-two (72) hours prior to the date fixed for the meeting. The notice shall specify the purpose of the meeting. If the notice is mailed, it shall be deemed to be delivered twenty-four (24) hours after deposit in the United States mail with first class postage fully prepaid. The attendance of a Director at the meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

7.4 QUORUM: Sixty percent (60%) of the Directors shall constitute a quorum for the transaction of business. Every action taken and every decision made by the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

7.5 ACTION WITHOUT A MEETING: In an emergency, the Directors shall have the right to take any action that may be required for the efficient and expeditious operation and conduct of the Association's business without a meeting if (i) the Board would have the power and authority to act at a meeting and (ii) the written consent of all Directors to such action is first obtained. Unless mailed, written notice of the action taken without a meeting must be posted in a conspicuous place within the Common Area within three (3) days after the consent of all Directors is obtained. Any action taken by written consent shall have the same effect as if it were taken at a duly noticed meeting of the Board.

7.6 PARTICIPATION BY MEMBERS: Unless notice is mailed to all Members, the Secretary shall post a notice of all regular and special Board meetings in a conspicuous place within the Common Area not less than four (4) days prior to the scheduled time of the meeting. Any Member of the Association may attend and speak at any meetings of the Board, except where the Board adjourns to executive session to consider litigation, matters relating to the formation of contracts with third parties, member discipline, or personnel matters. The Board shall meet in executive session, if required by a Member who may be subject to a fine, penalty, or other form of discipline, and the Member shall be entitled to attend the executive session.

7.7 EMERGENCY MEETING OF THE BOARD. The notice requirements set forth in Section 7.3 above is not required for an emergency meeting of the Board called by the President of the Association or by any two Members other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make impracticable to provide the notice required by Section 7.3 above.

## ARTICLE VIII

### INDEMNIFICATION

8.1 GENERALLY: A Director, officer, committee member, employee or other agent of the Association who is a party to or is threatened to be made a party to any proceeding (including a proceeding by or on behalf of the Association) because he is or was a Director, officer, committee member, employee or agent of the Association shall be indemnified by the Association against all expenses and liabilities actually and reasonably paid or incurred in connection with the proceeding to the maximum extent permitted by the California Nonprofit Mutual Benefit Corporation Law, Corporations Code § 5110 et seq. Terms used in this Article shall have the same meaning as in Section 7237 of the California Corporations Code.

8.2 APPROVAL: Upon written request to the Board by any person seeking indemnification, the Board shall promptly determine whether the applicable standard of conduct set forth in the California Nonprofit Mutual Benefit Corporation Law has been met. If so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because more than fifty percent (50%) of the Directors are parties to the proceeding for which indemnification is sought, the Board shall promptly call a special meeting of Members. At the meeting, the Members shall, determine whether the applicable standard of conduct set forth in the California Nonprofit Benefit Corporation Law has been met. If so, the Members shall authorize indemnification. Members or other persons seeking to be indemnified shall not be entitled to vote on the question of indemnification.

8.3 ADVANCING EXPENSES: Except as otherwise determined by the Board a specific instance, expenses incurred by a Director, officer, committee member, employee or agent seeking indemnification under Section 8.1 shall be advanced by the Association prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the Director, officer, committee member, employee or agent to repay the amount unless it is ultimately determined that the person is entitled to be indemnified by the Association.

8.4 NON-LIABILITY OF OFFICIALS: To the fullest extent permitted by law, and except as may be limited by Section 7236 of the California Corporations Code, no Director, officer, or committee member, or the Board shall be liable to any Member, Owner, the Association or any other, party for any damage, loss, claim, liability or prejudice suffered or claimed as a result of any decision, approval, disapproval, course of action, act, inaction, omission, error, or negligence which was (i) made in good faith and (ii) within which such person or entity reasonably believed to be the scope of his duties as a Director, officer or committee member.

## ARTICLE IX

### CORPORATE REORGANIZATIONS

9.1 CONSOLIDATIONS AND MERGERS: To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as this Association, provided that any merger or consolidation

must be approved by a majority of the Board and fifty-one percent (51%) of the total voting power of the Members.

9.2 DISSOLUTION OF INCORPORATED ASSOCIATION: If the Association as a corporate entity is dissolved, then without further action or notice, a nonprofit, unincorporated association shall be deemed formed which shall succeed to all the rights and duties of the Association. The affairs of the unincorporated association shall be governed by the laws of the State of California and, to the extent not inconsistent therewith, by the Project Documents as though they had been prepared for an unincorporated association.

## ARTICLE X

### AMENDMENTS

10.1 PROCEDURE: Except as provided in the Declaration, these Bylaws may be amended at a meeting by fifty-one percent (51%) of a quorum of the total voting power of all Members present in person or by proxy.

10.2 RECORDS OF AMENDMENTS: Whenever an amendment or a new Bylaw is adopted, it shall be added in the appropriate place in the Association's minute book. If any Bylaw repeals any portion of these original Bylaws, either the date of the meeting at which the Bylaws or portion thereof was repealed or the date written consent was filed with the Secretary shall be stated therein.

## ARTICLE XI

### CONFLICT

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.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting Secretary of BLUM ROAD BUSINESS PARK OWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation; and

That the foregoing Amended and Restated Bylaws of Blum Road Business Park Owners' Association constitute the Bylaws of the Association, as approved by the vote or written consent of fifty-one percent (51%) of the total voting power of the Members on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary