

SECOND AMENDED AND RESTATED BYLAWS
OF
SOLANO BUSINESS PARK ASSOCIATION

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**SECOND AMENDED AND RESTATED BYLAWS
OF
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ARTICLE 1 THE ASSOCIATION

The name of the corporation is SOLANO BUSINESS PARK ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located in Pleasant Hill, California, or any other location designated by the Board. These Second Amended and Restated Bylaws replace and supersede the Amended and Restated Bylaws certified on September 15, 2009.

ARTICLE 2 DEFINITIONS

Unless separately defined herein, the definitions contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in the County of Contra Costa, State of California, hereinafter referred to as the "Amended Declaration," are incorporated by reference herein.

ARTICLE 3 MEMBERSHIP MEETINGS AND VOTING

3.1 Annual Membership Meetings

The annual meeting of the Members shall be held on the first Tuesday in November of each year; provided, however, that should said day fall upon a legal holiday, then any such annual meeting of the Members shall be held at the same time and place on the succeeding day which is not a legal holiday. Notice to the Members shall be provided at least ten (10) days before the annual meeting in the manner described in Section 3.3(b)(Delivery to Individual) below.

3.2 Special Membership Meetings

Special meetings of the Members shall be promptly scheduled by the Board in response to a majority vote of the Board, the President or the Members who are entitled to exercise five percent (5%) of the total voting power of the Association. Notice to the Members shall be provided at least ten (10) days before the special meeting in the manner described in Section 3.3(b)(Delivery to Individual) below.

3.3 Delivery of Documents

(a) **Delivery to Association.** Under the Commercial Common Interest Development Act (Cal. Civ. Code §§6531-6582)("Act"), the Association may, but is not required to, give notice to their Members of a person or a manager designated to receive notices on behalf of the Association. If not specified, documents may be delivered to the President or Secretary of the Association. If the Association wants a manager or management company to receive documents, they need to notify their Members. A document delivered pursuant to this Section may be delivered by any of the following methods:

(1) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier;

(2) By email, facsimile, or other electronic means, if the Association has assented to that method of delivery; or

(3) By personal delivery, if the Association has assented to that method of delivery. If the Association accepts a document by personal delivery, it shall provide a written receipt acknowledging delivery of the document.

(b) **Delivery to Individual.** If a provision of the Act requires that the Association deliver a document by "individual delivery" or "individual notice," the document shall be delivered by one of the following methods:

(1) By first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. Delivery is deemed complete on deposit into the United States mail. (Cal. Civ. Code §6518.) The document shall be addressed to the recipient at the address last shown on the books of the Association.

(2) By e-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery. The consent may be revoked, in writing, by the recipient. (Cal. Civ. Code §6520)

The Act requires "individual delivery" and "individual notice" of the following documents: (a) a copy of all amendments to the Management Documents to remove certain developer language; (b) related notice of meeting to consider the same (Cal. Civ. Code §6608(c)); (c) a proposed amendment to the Amended Declaration (Cal. Civ. Code §6620(a)(1)); (d) notices to the Owner regarding the temporary, summary removal of occupants for termite treatment (Cal. Civ. Code §6720(c)); and (e) a schedule of monetary penalties (Cal. Civ. Code §6850(a)). Non-electric delivery shall be addressed at the last known address of the Member shown in the Association's record. An unrecorded provision in the Bylaws or operating rules providing for a method of delivery does not constitute agreement by a Member to that method of delivery.

3.4 Membership Quorum

The presence either in person or by ballot of twenty percent (20%) of the total voting power of the Association shall constitute a quorum for any action. A majority of the voting power of those Members present shall prevail at all such meetings. 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 or departure of certain Members, leaving less than a quorum present, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

No quorum shall be required for any vote by the Members for the election of Directors.

3.5 Voting

(a) **Voting Rights.** Members shall be entitled to cast one (1) vote for each Lot owned, provided that when more than one (1) person owns an interest in a Lot, the vote for such Lot shall be cast as a whole either: (1) as a majority of the co-Owners of such Lot agree (in the absence of which agreement no vote shall be cast for such Lot on the particular matter upon which they cannot agree); or (2) by one (1) of the Owners of such Lot designated by the record Owners of the Lot by written notice to the Board as the voting Member for such Lot. Such designation shall be revocable at any time by actual notice to the Board given by any of

the record Owners or by the death or judicially declared incompetency of any record Owner. The power to designate a voting Member or to revoke such designation may be exercised by a Lot Owner's conservator, by the guardian of such Owner's estate, by the trustee of an Owner's trust, by the parent(s) or legal guardian(s) of such Owner in the case of an Owner who is a minor, or by the executor or administrator of a deceased record Owner where such deceased Owner's interest in the Lot is subject to estate administration.

(b) **Record Date and Closing Membership Register.** The Board may fix a time, in the future, not exceeding fifteen (15) days preceding the date of any annual or special meeting of Members, as a record date for the determination of the Members entitled to notice of and to vote at any such meeting, and in such case only Members of record on the date so fixed shall be entitled to notice of and to vote at such meeting, notwithstanding any transfer of any membership on the books of the Association after any record date so fixed. For the purpose of determining such record date, the Board may close the books of the Association against transfer of membership during the whole, or any part, of any such period.

3.6 Action without Meeting

Any action that may be taken at any annual or special meeting of the Members may be taken without a meeting in accordance with the provisions of California Corporations Code Sections 7513 and 7516. Any form of written ballot distributed to the Members 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.

3.7 Cumulative Voting and Proxies

Cumulative voting shall be prohibited. Proxies shall be prohibited because the ballot procedure eliminates the need for proxies.

ARTICLE 4 BOARD QUALIFICATIONS, TERM AND VACANCY

4.1 Number and Term of Office

The Board of Directors shall consist of five (5) Directors. A person may serve as a Director without being a Member of the Association. Each Director shall serve a term of one year until the election of his or her successor.

4.2 Vacancies

Vacancies on the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum, and each Director so elected shall hold office until his or her successor is elected at an annual meeting or special meeting of the Members. A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any Director. The Members may at any time elect Directors to fill any vacancy not filled by the Directors.

4.3 Resignation

A Director may resign at any time, effective upon giving written notice to the President, Secretary or Board, unless the notice specifies a later time for the resignation of a Director to be effective. If the resignation of a Director is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective.

4.4 Compensation

No Director or officer of the Association shall receive compensation for any service he or she may render to the Association. However, any Director or officer may be reimbursed for actual, reimbursable, and necessary expenses incurred in the performance of his or her duties.

4.5 Indemnification

The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to the fullest extent authorized under California Corporations Code Section 7237, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was entitled to indemnification under this provision.

ARTICLE 5 NOMINATION AND ELECTION OF DIRECTORS

5.1 Qualifications

Candidates for the Board must be or must represent a record Owner, who is in "good standing." As used herein, the term "good standing" means the Owner must not be subject to any disciplinary action by the Association at the time of his or her nomination and must be current in the payment of all assessments. No more than one (1) Owner per Lot may serve at any one time on the Board. If any Director ceases to be an Owner, membership on the Board shall terminate immediately. In the event the Owner is a corporation or trust, the president of the corporation or the trustee of the trust may designate the person who will be eligible to serve as a Director.

5.2 Nomination

At least thirty (30) days before the annual meeting, the Board shall notify all Members in writing that the Members may nominate candidates to the Board. Members may nominate themselves or other Members prior to the nomination deadline designated by the Board or from the floor at the annual meeting. The Board may declare that all of the qualified nominees are elected without further action if, at the annual meeting, the number of qualified nominees is equal to or less than the number of Directors to be elected. In that event, the Board shall send notice to the Members that the candidates have been elected by "acclamation." If the Directors are not elected at an annual meeting, they may be elected at a special meeting of the Members.

ARTICLE 6 BOARD MEETINGS

6.1 Regular and Special Board Meetings

Members are not allowed to attend regular meetings of the Board without the Board's prior consent.

6.2 Special Board Meetings

Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors other than the President. Members are not allowed to attend special meetings of the Board without the Board's prior consent.

6.3 Notice of Board Meetings to Members

The Board does not need to provide any notice or agenda of its regular or special meetings of the Board to the Members.

6.4 Board Quorum

A majority of the Directors then in office (but not less than three (3)) 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 a quorum is present shall be regarded as the act of the Board. A meeting at which a 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.

6.5 Written or E-Mail Consent; Action Without a Meeting

The Board may take action by written consent or e-mail consent pursuant to California Corporations Code Section 7211(b). Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

6.6 Executive Session

The Board may consider any matters in executive session. However, an open meeting is still required for consideration and deliberation by the Board to amend the Amended Declaration to remove certain developer language; Members are entitled to make comments at such meeting.

ARTICLE 7 BOARD DUTIES AND POWER

7.1 Duties

The Association shall, as provided in these Bylaws or as the Board may otherwise direct, through its managing agent, undertake the following duties and responsibilities:

- (a) **Supervision:** The Board shall supervise all officers, agents and employees of the Association to see that their duties are properly performed;
- (b) **Maintenance:** Perform the maintenance described in the Amended Declaration;
- (c) **Insurance:** Maintain insurance as required by California Civil Code Section 6840 or superseding statute;
- (d) **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;
- (e) **Assessments:** Fix, levy, collect and enforce assessments as set forth in California Civil Code Sections 6808 *et seq.*;
- (f) **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;
- (g) **Enforcement:** Enforce the Amended Declaration, these Bylaws and other agreements of the Association;
- (h) **Utilities:** Obtain, for the benefit of all of the Common Area, all water, gas and electric services and refuse collection, including refuse collection and water service to each Member's Lot, if deemed advisable by the Board, and to grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots;
- (i) **Contracts:** Contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area and to employ personnel necessary for the operation of the Property, including legal and accounting services.

7.2 Powers

The Board shall have the power to:

- (a) **Manager:** Employ a managing agent as provided in the Amended Declaration.
- (b) **Adoption of Rules and Regulations:** Adopt Rules and Regulations that apply generally to the management and operation of the Property and conduct of the business and affairs of the Association. Such Rules and Regulations must be consistent with these Bylaws and Amended Declaration and must not conflict with governing law.
- (c) **Assessments, Liens and Fines:** Levy and collect assessments and impose fines. The Board shall adopt and distribute to each Member, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for violations of the Management Documents. The Board shall not be required to distribute any additional schedules of monetary penalties unless there are changes from the schedule that was adopted and distributed to the Members pursuant to this Section.
- (d) **Enforcement after Notice and Hearing.** The Board may enforce the Management Documents by providing written notice (by first-class mail, personal delivery or e-

mail if consent has been provided of e-mail transmission) of the violation at least ten (10) days prior to the disciplinary hearing at which monetary penalties are imposed. The notice must contain the following: (i) the date, time, and place of the hearing; (ii) the nature of the alleged violation for which a member may be disciplined, and (iii) a statement that the Member has a right to attend the hearing and present evidence in his or her defense. The Board may hold such hearing by telephone conference or in person. The notice of determination shall be mailed to the Member at least fifteen (15) days after the hearing.

(e) **Contracts:** Contract for goods and/or services in accordance with the Amended Declaration and Section 7.3 of the Bylaws;

(f) **Capital Fund:** Establish and maintain, in the discretion of the Board, a working capital and contingency fund in an amount to be determined by the Board.

(g) **Appointment:** Appoint and remove all officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with the law, to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.

(h) **Borrow:** Borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory, notes, bonds, debentures, Deeds of Trust, mortgages, pledges or other evidences of debt and security therefor.

(i) **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 Section 7140.

7.3 Limitation of Powers

The Board shall not take any of the following actions without the affirmative vote of a majority of the total voting power of the Association:

(a) Sell, 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; or

(b) Pay compensation to Directors or officers of the Association; provided, however, the Board may cause a Director or officer to be reimbursed for actual, reasonable and necessary expenses incurred in carrying on the business of the Association.

7.4 Indemnification

Each Director, officer, employee or other agent of the Association shall be entitled to indemnification by the Association and the Members against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of the fact that the Director was or is an agent of the Association, provided such person acted in good faith and in a manner he or she believed to be in the best interests of the Association, and provided further that the Association determines in accordance with California Corporations Code Section 7237 that the agent is entitled to indemnification pursuant thereto.

ARTICLE 8 OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices

The officers shall be a President, a Vice President, a Secretary and a Treasurer, which officers shall be elected by and hold office at the pleasure of the Board. Each of the officers may, but need not, be a member of the Board. Any two or more of such offices, except those of President and Secretary, may be held by the same person. The office of President, and all other offices, may be held by someone who is not a member of the Board.

8.2 Election of Officers

The officers shall be chosen annually by the Board at the first meeting of the Board immediately following the Director election at the annual or special meeting of the Members. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

8.3 Term

The officers of the Association shall be elected annually by the Board and shall hold office for one (1) year unless one shall sooner resign, or otherwise be disqualified to serve, or unless an officer shall be re-elected to serve a successive term.

8.4 Resignation and Removal

Any officer may be removed from office 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.

8.5 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 or she replaces.

8.6 Duties

The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. The President may, but need not be, the Chairman of the Board. He or she shall be the ex-officio member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of President and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

(b) 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 the powers of and be subject to all the restrictions upon the office of President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or the Bylaws.

(c) Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board may order, of all meetings of Directors and Members, with the time and place of the holding of same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of memberships present or represented at Members' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office a membership register showing the following: (1) the names and addressee of all members of the Board; (2) the names of the Members and their addresses; (3) the property to which each membership relates; (4) the number of votes represented by each Member; (5) the number and date of membership certificates issued, if any; and (6) the number and date of cancellation of membership certificates, if any.

The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by the Bylaws or by law to be given, and shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

(d) Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association. The books of account shall at all reasonable times be open to inspection by any Director or by any Member. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Association with such depositaries as may be designated by the Board. He or she shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE 9 COMMITTEES

The Board shall appoint any committee as it may deem appropriate in the performance of its duties and delegate to any such committee those powers which the Board deems necessary or advisable to serve at the pleasure of the Board.

ARTICLE 10 AMENDMENTS

10.1 Amendment

These Bylaws may be amended by the affirmative vote of a majority of the total voting power of the Association. Notwithstanding the above, the percentage of a quorum or of the voting powers of the Association or of Members necessary to amend a specific clause or provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

10.2 Records of Amendments

A record shall be kept of all amendments or new Bylaws adopted, which record shall show the date of amendment or adoption and, in the case of an amendment, the date of the original Bylaws being amended.

ARTICLE 11 GENERAL PROVISIONS

11.1 Conflicting Provisions

In the case of any conflict between the Amended Declaration and these Bylaws, the Amended Declaration shall control. In case any of these Bylaws conflict with the provisions of the laws of the State of California, the provisions of such laws shall control.

11.2 Fiscal Year

The fiscal year of the Association shall begin on the 1st day of January and end of the 31st day of December of every year, except as designated by the Board.

11.3 Severability

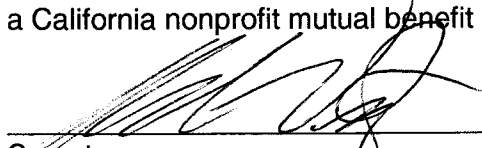
Invalidation of any provision of the Bylaws by judgment or court order shall not impair or affect in any manner, the validity, enforceability or effect of the rest of the Bylaws and all of the terms hereof are hereby declared severable.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Solano Business Park Association ("**Association**"). The foregoing Bylaws comprising 10 pages, including this page, were duly adopted on the 21 day of MAY, 2018 by the Members pursuant to the Amended and Restated Bylaws certified on September 15, 2009, and that they now constitute said Bylaws of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 21 day of MAY, 2018.

SOLANO BUSINESS PARK ASSOCIATION,
a California nonprofit mutual benefit corporation



Secretary
Print Name: MARK VINCENT