

Section 2.7 **Cumulative Voting**. In any election of the Board in which two (2) or more positions on the Board are to be filled, every Owner entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of candidates, a number of votes equal to the number of Directors to be elected multiplied by the number of votes which such Owner is otherwise entitled to cast pursuant to the Declaration and these Bylaws; *provided* that the procedural prerequisites to cumulative voting prescribed in Section 7615(b) of the California Nonprofit Mutual Benefit Corporation Law are satisfied. Subject to the provisions of Section 6.1 hereof, the candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected. Voting for members of the Board shall be by secret written ballot.

Section 2.8 **Approval of Members**. Unless elsewhere otherwise specifically provided in these Bylaws or the Declaration, any provision of these Bylaws or the Declaration which requires the vote or written assent of the voting power of the Association or any class or classes of membership shall be deemed satisfied by either of the following:

(a) the vote, in person or by proxy, of the Owners constituting a quorum casting a majority of the votes at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members; or

(b) written consents signed by the Owners constituting a quorum casting a majority of the votes.

Section 2.9 **Special Declarant Representation Rights**. Notwithstanding the provisions of this Article, until the Conversion Date, as set forth in Section 2.3.(b)(ii) above, Declarant shall have the absolute authority to elect at least twenty percent (20%) of the total number of directors on the Board.

Section 2.10 **General**. Whenever these Bylaws, the Declaration or the Articles require the vote, assent or presence of a stated number of Owners or Members entitled to vote on a matter or at a meeting with regard to the taking of any action or any other matter whatsoever, the provisions of this Article shall govern as to the total number of available votes, the number of votes an Owner is entitled to cast at the meeting, and the manner in which the vote attributable to a Lot having more than one Owner shall be cast.

ARTICLE III. MEMBERSHIP ASSESSMENTS AND LIEN RIGHTS

Section 3.1 **Membership Assessments**. Regular Assessments, Special Assessments, Reimbursement Assessments, Capital Improvement Assessments, Remedial Assessments, Reconstruction Assessments and Phase of Development Assessments as provided for in the Declaration, together with all other assessments of the Members of the Association provided for in the Declaration shall be paid by the Members at the time, in the manner and subject to the conditions and limitations set forth in the Declaration, and the Board shall fix, levy, collect and enforce such assessments at the time, in the manner and subject to the limitations set forth in the Declaration.

Section 3.2 **Enforcement, Lien Rights.** For the purpose of enforcing and collecting assessments, this Association shall have the lien rights set forth in the Declaration, which lien rights shall be enforceable by the Board in the manner set forth in the Declaration. The Board shall also have and be entitled to exercise all other rights and remedies set forth in the Declaration or otherwise provided for at law or in equity.

ARTICLE IV.
MEMBERSHIP RIGHTS AND PRIVILEGES

Section 4.1 **Rights And Privileges Of Members.** No Member shall have the right, without the prior approval of the Board, to exercise any of the powers or to perform any of the acts delegated to the Board by these Bylaws, or the Declaration. Each Member shall have all of the rights and privileges including, but not limited to, property rights and rights to access over, and use and enjoyment of the Common Areas granted to the Members by these Bylaws and the Declaration subject to such limitations as may be imposed in accordance therewith.

Section 4.2 **Rules.** The Board may establish rules and regulations for the Association pursuant to Section 6.5 of the Declaration.

Section 4.3 **Suspension Of Voting Rights; Imposition Of Monetary Penalties.** After the meeting of the Board, as provided below, upon ten (10) days prior written notice to the delinquent Member, the Board shall have the right to suspend the voting rights of any Member or Members for the period during which any Assessment owed by such Member remains unpaid and delinquent. The Board shall also have the right to impose reasonable monetary penalties for any other failure to comply with the Declaration or the Association Rules by any Member, his servants, guests, tenants, invitees or the members of his family; *provided* that any suspension of voting rights shall be made or monetary penalties imposed by the Board only after a meeting of the Board, at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in these Bylaws for the noticing, calling and holding of a special meeting of the Board. Additionally, the Board shall have the right to suspend such Member's right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid; *provided*, that these provisions shall not operate or be construed to deny or restrict ingress or egress of any Owner to and from such Owner's Lot.

Written notice of such meeting, including notice of the proposed actions of the Board and the reasons therefor, shall be given as in the manner described for special meetings of the Board to the Member whose voting rights are being sought to be suspended or against whom monetary penalties are sought to be imposed. Such notice shall indicate the effective date of such suspension or imposition of monetary penalties which date shall not be less than fifteen (15) days from the date such notice is given. Such notice shall be given either by personal delivery or deposited in the United States mail, certified or registered, postage and fees prepaid, return receipt requested, addressed to such Member either at the address of his Lot in the Development or the address given to the Association by him for the purpose of giving notice. Such notice, if mailed, shall be deemed given and received two (2) business days after being so deposited in the United States mail.