



MINUTES OF THE SPECIAL OPEN MEETING OF THE CORPORATE MEMBERS
OF THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

January 18, 2021
24351 El Toro Road, Laguna Woods, California
On-Line Virtual Meeting

The Special Meeting of the Corporate Members of the Golden Rain Foundation of Laguna Woods, a California non-profit mutual benefit corporation, met on Monday, January 18, 2021, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California, as a virtual meeting.

The following members were present at the meeting:

United Laguna Woods Mutual:	Sue Margolis Carl Randazzo Manuel Armendariz Neda Ardani Diane Casey Brian Gilmore	Andre Tornig Cash Achrekar Elsie Addington Reza Bastani Azar Asgari
Third Laguna Hills Mutual:	Steve Parsons Cush Bhada Craig Wayne Robert Mutchnick Ralph Engdahl Debbie Dotson	Annie McCary Lynn Jarrett Donna Ran-Szostak Reza Karimi John Frankel
Mutual No. Fifty:	Ryna Rothberg John Carter	Al Amado Margaret Bennett
Golden Rain Foundation:	Bunny Carpenter Gan Mukhopadhyay Yvonne Horton Joan Milliman Sue Stephens	Egon Garthoffner Don Tibbetts Bert Moldow James Hopkins Maggie Blackwell
Directors Absent:	Golden Rain Foundation: Jon Pearlstone Mutual No Fifty: Inesa V. Nord-Leth	
Staff Present:	Jeff Parker-CEO, Siobhan Foster-COO, Eileen Paulin, Catherine Laster, Cheryl Silva, and Grant Schultz	
Others Present:	Juanita Skillman (VMS), Norman Kahn (VMS), Judith Troutman (VMS)	

1) Call to Order and State the Purpose of the Meeting

GRF President Carpenter chaired the meeting and called the meeting to order at 9:30 a.m.

GRF President Carpenter stated that the purpose of this Corporate Members meeting was to vote "FOR" or "AGAINST" the amended GRF Bylaws.

2) Pledge of Allegiance

GRF President Carpenter asked GRF Director Horton to lead the pledge of allegiance.

3) Approval of the Agenda

GRF President Carpenter asked is any director opposed the agenda hearing none, the agenda was approved without objection.

4) Chair's Remarks

GRF President Carpenter asked Jeff Parker-CEO to give an update on the COVID-19 vaccinations. Jeff Parker-CEO commented that GRF has made an agreement with MemorialCare to administer the vaccines to Laguna Woods Village residents. Residents will be notified about the time and location for their vaccinations. Eileen Paulin gave additional information about the vaccinations.

GRF President Carpenter asked United President Margolis to speak on the work that the GRF Bylaw Ad Hoc Committee did to amend the GRF Bylaws.

United President Margolis commented that the GRF Bylaw Ad Hoc Committee met with members of United, Third and Mutual 50 on the proposed GRF Bylaws' amendments. The final drafts were reviewed by all the board attorneys.

5) Introduce the Parliamentarian and Time Keeper—Joan Milliman

Each member is limited to 2 minutes each and speaks twice during the debate, but only after everyone else has had the opportunity to speak once.

6) Introduce the Inspector of Election – Catherine Laster

GRF President Carpenter introduced Catherine Laster as the Inspector of Elections. Grant Schultz, Assistant Corporate Secretary gave instructions on how to vote virtually through the GoToMeeting chat box. Mr. Schultz pointed out that the votes could only be viewed by the Inspector of Elections and the Assistant Corporate Secretary.

7) Vote "FOR" or "AGAINST" the amended GRF bylaws dated 01-18-21

Third Director Jarrett made a motion to commence voting on the amended GRF Bylaws dated 01-18-21. Third Director Parsons seconded the motion.

Discussion ensued among the directors.

GRF Director Milliman requested corrections to GRF Bylaws 5.4.6 and 5.4.7

January 18, 2021

United Director Armendariz requested the document be given back to the Mutuals for corrections.

United Director Margolis made an amendment to accept the corrections submitted for 6.1.6. United Director Addington seconded the motion.

Discussion ensued among the directors.

GRF President Carpenter called for the vote on the amendment and the motion passed by a vote of 22-2-1 (Directors Armendariz, Bastani opposed, Director Gilmore abstained)

GRF President Carpenter called for the vote for the GRF Bylaws as amended and the motion passed by a vote of 23-2-0 (Director Armendariz, Bastani opposed)

Catherine Laster, Inspector of Elections, announced the results.

FOR	10,954
AGAINST	1,702

5) Corporate Member Comments

- United Director Achrekar commented that we need to pay more attention to time management.
- United Director Addington thanked everyone involved with the Corporate Members meeting.
- Third President Parsons thanked the GRF Bylaws Committee for all the hours they worked and asked for a final copy.
- United Director Margolis commented the GRF Bylaws will be cleaned up and distributed to everyone.
- Third Director Jarrett thanked Sue Margolis for her leadership.
- Mutual 50 Director Rothberg thanked Sue Margolis and John Carter for their help.

6) Adjournment

GRF President Carpenter adjourned the meeting at 11:00 a.m.

DocuSigned by:

Joan Milliman

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Joan Milliman, Secretary of the Board
Golden Rain Foundation

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Golden Rain Foundation of Laguna Woods Amended Bylaws

Adopted: JANUARY 18, 2021

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**BYLAWS
GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION**

ARTICLE 1: PRINCIPAL OFFICE

The principal office of the Golden Rain Foundation of Laguna Woods (hereinafter referred to as "this Corporation," "GRF Corporation" or "GRF") is 24351 El Toro Road, Laguna Woods, Orange County, California. The Board of Directors may, by resolution, change the principal office from one location to another within Orange County. The mailing address is P.O. Box 2220, Laguna Hills, CA, 92654.

ARTICLE 2 PURPOSES, POWERS, GOVERNANCE, AND DEFINITIONS

2.1 Purposes of the GRF Corporation.

- 2.1.1 To develop and maintain facilities and services** for the areas shared by the Mutuals of Laguna Woods Village, Laguna Woods, exclusive of the Common Areas of the Mutuals, on a mutual basis for the use of the Mutual Members (other than lessors), Qualifying Residents, Co-occupants, Tenants, and their Guests; and
- 2.1.2 To operate the Community Facilities through a professional management company** to provide various community-wide services as an integral portion of Laguna Woods Village, Laguna Woods "Senior Citizens Housing Development" in conformance with Civil Code Section 51.3 of the Unruh Civil Rights Act and the Golden Rain Foundation of Laguna Hills Trust.
- 2.1.3 To operate as a Common Interest Development** in accordance with the Davis-Stirling Common Interest Development Act and Golden Rain Foundation of Laguna Hills Trust.
- 2.1.4 To engage in any business or activity** now or hereafter permitted by law, the articles of incorporation of this Corporation, and these Bylaws, subject to the terms of the Golden Rain Foundation of Laguna Hills Trust, and subject to the limitations as follows:
 - (1) As to any sale and/or conveyance (but excluding any license or easement) of Golden Rain Foundation of Laguna Woods or Golden Rain Foundation of Laguna Hills Trust real estate and/or improvements, where the value of the real estate or improvement is valued at least \$500,000, except maintenance;
 - (2) As to any lease of real estate or improvement in excess of one year;

(3) As to any acquisition of real estate, where the total amount to be paid is at least \$500,000;

(4) As to any expansion of facilities or construction of new facilities, either the construction of a new facility or an addition to an existing facility of at least 1,000 new or additional square feet or an addition, improvement, or modification to any entity, building or facility for a minimum cost of \$500,000. For the purposes of this section, the following shall apply:

(a) Facilities is as defined in the Golden Rain Foundation of Laguna Hills Trust Section VII(M)(4) of Amendment of March 30, 2017, to mean a single structure or addition to a structure (of the minimum cost or the minimum square feet as stated above) and intended for office, residential, recreational or commercial use, or any combination thereof:

(i) Structure, as referenced above, shall mean something that is constructed or arranged in a definite pattern of organization, including, but not limited to, a building, facility (e.g., pickle ball, bocce ball and tennis courts, lawn bowling, etc.), solar energy system, seating area, covered shade structure, etc.

(ii) Addition, as referenced above, shall mean any part, structural or nonstructural (including equipment), that is added to a facility.

(b) A minimum cost of \$500,000, as referenced above, shall mean all aggregate expenses associated with the construction of or addition to a facility (referred to herein as total project cost), including, but not limited to, the following:

(i) Preconstruction costs (such as, but not limited to, costs associated with preliminary designs, concepts, appraisals, engineering, permits, etc.);

(ii) Contingency costs, no more than 10% above the actual estimated total project cost, for cost overruns;

(iii) Demolition costs;

(iv) Consultants, construction management, etc.;

(v) New equipment and refurbishments associated with such construction;

(vi) Improvement: If repair or replacement is not applicable, it is an Improvement. Examples include adding required Americans With

Disabilities Act (ADA) components to an existing building that were not part of the original plans; construction that requires drawings and permits; and upgrades to existing equipment, computer systems or software to replace with new technology;

(vii) Maintenance

Maintenance: Maintenance conducted to maintain the operating condition of the asset and slow asset deterioration through cost-effective actions. Maintenance is performed while the equipment is still in working condition, so that it does not break down unexpectedly.

Maintenance may be performed when equipment is not working as well. It may be scheduled to assure proper optimal operation of equipment or when replacement of a failed component is required.

For purposes of this Section 2.1.4(4)(b), the costs may be incurred in the development of preliminary designs and cost estimates before presented to, and approved by, the Corporate Members only if it is necessary to develop a meaningful understanding of the cost and scope of the project, but all such costs shall be included in the calculated total project cost.

(5) As to any borrowing, an amount in excess of \$1,000,000.

2.1.5 To act as Trustee of the Golden Rain Foundation of Laguna Hills Trust, that certain Trust created by a Trust Agreement recorded on March 6, 1964, as Document 6217, Book 6953, Page 519 in the Recorder's Office, County of Orange, California, and all recorded amendments thereto.

2.1.6 GRF shall obtain approval of the Corporate Members prior to engaging in any business or activity specified in the Trust Agreement or in Section 2.1.4 as requiring such approval. The vote shall be by ballot pursuant to Section 5.8.2.

2.1.7 For purposes of GRF obtaining the Corporate Member approval required in Section 2.1.6, above, the following shall apply:

(1) A special meeting of the Corporate Members shall be held in or about July or August of each year, at which time GRF shall present any proposed business, activity or projects that require approval by the Corporate Members, and the Corporate Members shall vote at such meeting either personally or by written ballot in the same

manner that votes are solicited and cast at each Annual Meeting of the Corporate Members, and that the GRF Board shall appoint a Member of management to serve as the inspector of election for all such special meetings of the Corporate Members;

(2) The Corporate Members may also vote on such matters at the Annual Meeting, or at a special meeting of the Corporate Members called at any time, consistent with the Governing Documents and applicable law, and;

(3) The Corporate Members may notify GRF that a vote of the Corporate Members is required pursuant to Paragraph 2.1.6 when, by way of resolution pursuant to Corporations Code Section 7211(b) or affirmative vote of the Corporate Members pursuant to Section 5.8.2, the Corporate Members determine that such a vote is needed.

2.2 Powers of This Corporation.

2.2.1 To take actions permitted by the Governing Documents;

2.2.2 To do any other act or engage in any other business or activity that is consistent with the Governing Documents and is now or hereafter permitted under Nonprofit Corporation Law-General Provisions and Definitions, Nonprofit Mutual Benefit Law, the Davis-Stirling Common Interest Development Act or other applicable law; and

2.2.3 To adopt Rules and Regulations to carry out the purposes of this Corporation through its Board of Directors, including disciplinary procedures with regard to the Mutual Members, Qualifying Residents, Co-occupants, Tenants, Sub-lessees and their Guests.

2.3 Governance. The authority to establish policy and perform various administrative responsibilities and activities herein described is vested in a duly elected Board of Directors.

2.4 Definitions. Throughout these Bylaws, the following terms shall have the meanings as set forth below, unless the context otherwise requires a different meaning:

2.4.1 Annual GRF Assessment: The annual assessment imposed by GRF against the Mutuels. As authorized in the Trust Agreement the annual GRF assessment is imposed upon each Mutual in proportion to the number of Memberships in each Mutual.

2.4.2 Assessment/Monthly Assessment: The monthly charges that a Mutual may levy upon its Members or a special assessment that a Mutual may levy upon its Members, pursuant to the Mutual's Governing Documents.

- 2.4.3 Board/Board of Directors: The Board of Directors of GRF is made up of Members of the Mutuals.
- 2.4.4 Co-occupant: A person who is a resident of a manor other than a Qualifying Resident and who satisfies the standards set forth in the applicable Mutual's Governing Documents.
- 2.4.5 Common Interest Development Act: Civil Code Section 4000, et seq., and cited as the Davis-Stirling Common Interest Development Act.
- 2.4.6 Common Areas: All the areas owned controlled or administered by the Mutual exclusive of the manors.
- 2.4.7 Community Area: The Common Areas of the community, exclusive of the Common Areas of the Mutuals, also known as "Trust Property" pursuant to the Trust Agreement.
- 2.4.8 Community Facilities: The facilities and services operated under GRF direction, which include facilities managed by GRF or designated Agent, and facilities held as Trustee for the Golden Rain Foundation of Laguna Hills Trust.
- 2.4.9 Corporate Member: The Mutual Corporations at Laguna Woods Village Laguna Woods, as represented by the Directors of their respective Boards. As of the date of these Bylaws, the Corporate Members are: United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual Fifty.
- 2.4.10 Corporation/GRF: Golden Rain Foundation of Laguna Woods, a California nonprofit Mutual benefit Corporation.
- 2.4.11 Governing Documents: Bylaws, Articles of Incorporation, Trust Agreement, Rules, and any other documents that govern the operation of GRF, as the same may be amended from time to time.
- 2.4.12 GRF Trust: That certain Trust created by a Trust Agreement recorded in the Recorder's Office, County of Orange, California, and all recorded amendments thereto.
- 2.4.13 Management Agent: An Agent under contract with GRF to carry out the policies and activities in the management agreement.
- 2.4.14 Membership: As applied to GRF—the rights a Mutual Member has pursuant to these Bylaws. As applied to a Mutual, the rights a Mutual Member has pursuant to the Governing Documents of the Mutual. There is one GRF Membership per separate interest.

- 2.4.15 Mutual Member: A Member of a Mutual and an Owner of a separate interest in a Mutual, as defined in the Governing Documents of the Mutual, who thereby has an appurtenant right of Membership in GRF.
- 2.4.16 Mutual(s): The housing Mutual Corporations, which are Corporate Members of this Corporation.
- 2.4.17 Nonprofit Corporation Law: The Nonprofit Corporation Law-General Provisions and Definitions, as found in California Corporations Code Section 5002, et seq.
- 2.4.18 Nonprofit Mutual Benefit Law: The Nonprofit Mutual Benefit Corporation Law of the State of California, as found in California Corporations Code Section 7110, et seq.
- 2.4.19 Open Meeting Act: Section 4900, et seq., of the Common Interest Development Act and cited as the Open Meeting Act.
- 2.4.20 Owner: The Owner of a separate interest in a Mutual.
- 2.4.21 Qualifying Resident/Qualified Resident: Any person so designated by his/her respective Mutual as a Qualifying Resident or Qualified Resident.
- 2.4.22 Rules/Rules and Regulations: Rules adopted by the Board pursuant to these Bylaws.
- 2.4.23 Separate Interest: Has the same meaning as set forth in Civil Code Section 4185. In a condominium Mutual, the separate interest is the separately owned unit. In the stock cooperative Mutual, the separate interest is the exclusive right to occupy a portion of the real property.
- 2.4.24 Tenant: Those persons who lease a separate Interest from a Mutual Member.
- 2.4.25 Trust Agreement: That certain Trust Agreement recorded on March 6, 1964, as Document 6217, Book 6953, Page 519 in the Recorder's Office, County of Orange, California, as amended by Amendment to Agreement recorded on August 31, 2018, as Document No. 2018000321311 in the Recorder's Office, County of Orange, California, and any other recorded amendments thereto.
- 2.4.26 Trustee: The Golden Rain Foundation of Laguna Woods, pursuant to the Trust Agreement.

2.4.27 Trustor: The Corporate Members—United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual Fifty under the Trust Agreement.

2.4.28 Unruh Civil Rights Act: Civil Code 51, et seq., and is cited as the Unruh Civil Rights Act.

ARTICLE 3 USE OF COMMUNITY FACILITIES

3.1 Use of Community Facilities. The use of the Community Facilities of GRF Corporation shall be available to all Mutual Members (other than a Mutual Member whose separate interest has been leased or subleased to a Tenant), Qualifying Residents, Co-occupants, Tenants, and their Guests on the terms, conditions and at the fees established, and from time to time amended by the Board of Directors of GRF Corporation. No person shall be entitled to receive more than one identification card and one pass for use at the Community Facilities.

3.2 Status of Member/Owner. A Mutual Member who leases his/her separate interest transfers his/her rights to use of Community Facilities to the Tenant, and the Mutual Member may not use the Community Facilities during the tenure of the Tenant. The Mutual Member must surrender the Mutual Member's gate pass, and may be issued a restricted pass which does not include a right to the use of Community Facilities or access to Community Area. The Mutual Member is responsible for the ultimate payment of fees charged by GRF to a leased separate interest by GRF.

3.3 Status of Tenant. A Tenant receives the rights to the use of Community Facilities, subject to compliance with the Governing Documents during the tenancy, and shall be issued an appropriate gate pass.

3.4 Status of Care Provider. A person who has qualified and has been approved by a Mutual as a provider of primary physical support to the Qualifying Resident is authorized to use the Community Facilities only as necessarily incidental to providing primary physical support to the Qualifying Resident.

ARTICLE 4 MEMBERSHIP

4.1 Classification. The two classes of Membership are:

4.1.1 Corporate Board Members are the Directors of the Mutuels and are entitled to vote on behalf of their respective Mutuels.

4.1.2 Mutual Members are all owners of separate interests in the respective Mutuels who hold nonvoting Memberships.

4.2 Transfer of GRF Membership. Membership shall be transferred concurrent with the transfer of the Membership in the Mutual to which it is appurtenant, and only to the same transferee. Any transfer other than as permitted herein is void and shall not be recorded in the books of the Corporation. If a Mutual exercises an option to purchase a separate interest, or if a Mutual or lender forecloses or exercises a power of sale under a lien, mortgage or deed of Trust, the appurtenant GRF Membership shall be transferred to the transferee of said Mutual Membership.

4.3 Termination of GRF Membership Rights. A Membership in this Corporation shall be terminated for any one of the following reasons:

4.3.1 The termination of the Mutual Member's Membership in a Mutual;

4.3.2 The purchase by a Mutual of a Mutual Member's separate interest; or

4.3.3 The exercise, by a Mutual or by a lender, of a power of sale under a lien, mortgage or deed of trust, or a foreclosure of the Mutual Member's rights under any such instrument.

4.4 Discipline or Suspension.

4.4.1 Grounds for discipline or suspension: The Board may discipline or suspend the Membership rights of a Mutual Member for the failure of the Mutual Member to observe or perform the obligations of a Mutual Member as set forth in the Mutual's Governing Documents. Suspension of a Membership by the Mutual Member's Mutual shall also constitute a suspension of the Membership rights in this Corporation. The discipline or suspension may include the restriction of the right to use any community facility managed by this Corporation for a period not to exceed 90 days for each violation. The Board shall make a determination in each case of a discipline or suspension as to which Community Facilities may be denied to the Mutual Member. The Board may also suspend or restrict the use of Community Facilities by all other persons claiming or exercising rights derived from the Mutual Member, such as Qualifying Resident, Co-occupant, Tenant, and Guests.

4.4.2 Disciplinary action by Board: The Board may take disciplinary or suspension action against any Mutual Member, Qualifying Resident, Co-occupant, Tenant, and their Guests for breach of the Governing Documents, or of the Mutual of such Mutual Member, qualifying Member, Co-occupant, Tenant, and their Guests. Any disciplinary or suspension action authorized hereunder shall not act as a bar to the exercise of any other right or remedy.

4.4.3 Disciplinary or suspension action authorized: Disciplinary or suspension action authorized hereunder may consist of any or all of the following: (1)

a fine for each breach, not to exceed the maximum established in the adopted schedule of monetary penalties; (2) suspension as defined in Section 4.4.1 of these Bylaws; and (3) a recommendation that the appropriate Mutual take disciplinary action against the Mutual Member to the extent permissible under its Governing Documents. This Corporation may also make an application to a court of competent jurisdiction for legal or equitable relief.

4.4.4 Right to hearing: Before any disciplinary action is taken, the party charged with a violation shall be entitled to a hearing pursuant to the provisions of Section 4.5, except for traffic violations governed by this Section 4.4.7.

4.4.5 Additional remedies: If this Corporation is the prevailing party in any action seeking compliance with the Governing Documents, in addition to the remedies specified herein, a Mutual Member shall be liable to this Corporation for costs of suit and a reasonable sum for attorney's fees incurred in enforcing the Governing Documents.

4.4.6 Authority to adopt Rules: The Board is hereby authorized to adopt Rules and Regulations to carry out the purpose of the Governing Documents.

4.4.7 Responsibility for traffic enforcement: The Corporation's security department is responsible for traffic enforcement within the Laguna Woods Village community, and may issue citations for violations of the traffic Rules adopted by this Corporation and/or the Mutuels. A Mutual Member, Qualifying Resident, Co-occupant, Tenant, or Guest may be cited for a traffic violation of any type occurring on GRF property in accordance with the Corporation's Governing Documents and the Governing Documents of the Mutuels.

4.5 Procedure for Suspension or Discipline. A Mutual Member may be disciplined including the suspension of Membership, according to the procedure set forth below. The term Mutual Member in this section shall include persons claiming or exercising rights under the Mutual Member, including Qualifying Resident, Co-occupant, Tenant or Guest or invitee of Mutual Member.

4.5.1 Notice to Mutual Member: Written notice shall be provided to the Mutual Member not less than ten (10) days prior to the effective date of the proposed suspension or proposed discipline, by either personal delivery or individual delivery (as set forth in the Common Interest Development Act), to the most recent address of the Mutual Member shown on the Mutual's records. Such notice shall set forth: the proposed action to be taken against the Mutual Member or the Membership, the reasons as set forth, the right to be heard, orally or in writing, at a time that is not less than five (5) days before the effective date of the suspension or discipline,

and the date, time and place of the hearing on the proposed suspension or discipline.

4.5.2 Opportunity to be heard and present evidence: The Mutual Member shall be given an opportunity to be heard and to present evidence either in person or in writing, at a hearing before the GRF Board of Directors to be held not less than five days before the effective date of the proposed suspension or discipline.

4.5.3 Decision, communication: Following the hearing, the Board of Directors shall decide in good faith and in a fair and reasonable manner whether the Mutual Member should be suspended and/or disciplined and the terms and period of the suspension and/or discipline. The decision of a majority of the Board of Directors shall be final and binding upon the Mutual Member, and shall be communicated to the Mutual Member by personal delivery or individual delivery (Civil Code Section 4040) within 15 days of the action.

4.5.4 Limitation on challenge: Any action challenging a suspension, or other disciplinary action taken against a Mutual Member, including a claim of defective notice, must be commenced within one (1) year after the effective date of the suspension or other disciplinary action.

4.5.5 No relief from obligations: The suspension of a Membership in this Corporation or disciplinary action against a Mutual Member shall not relieve the Mutual Member from any obligation for charges incurred, services or benefits actually rendered, or dues, assessments or fees relating thereto, or from any obligation arising from contract, a condition of Ownership, if necessary.

4.6 Assessments, Fees, Charges and Liens.

4.6.1 Assessments: This Corporation shall annually prepare an operating budget of anticipated revenues and expenses, including provisions for appropriate additions to this Corporation's reserves and refunds (if any) to the Mutual Members for the following year. The net of these amounts, prorated equally among all the separate interests, shall become the GRF expenses and reserves contribution to be assessed against the Mutuals as the annual GRF assessment. Prior to the adoption of the final draft of the proposed GRF budgets and annual GRF assessment, a meeting shall be held with representatives of this Corporation and the Corporate Members to review together the budget needs of each Corporation for the purpose of reaching, in a cooperative manner, the final GRF budgets.

4.6.2 Fees and charges: The Board of Directors, from time to time, shall fix and determine the amount to be paid as fees and charges for use of facilities

and for services rendered by this Corporation, and shall designate the method by which such fees and charges shall be collected.

4.6.3 Special assessments: The Board of Directors may levy special assessments upon the Mutuals pursuant to Civil Code Sections 5600 and 5605.

4.6.4 Delinquencies, collection, late charges, and interest assessed: GRF is responsible for fines and fees GRF imposes on a Mutual Member. Additionally, GRF will pay for all legal fees and court costs associated with the collection process of these fines and fees. None of these costs will be passed to the Mutuals via the Allocated Expense process.

4.7 Dispute Resolution. It is the intent of this Corporation to resolve disagreements and misunderstandings with Mutual Members, Qualifying Resident, Co-occupants, Tenants, and their Guests by conferences, hearings, and discussions in a non-adversarial, cooperative environment. If this is not possible, applicable disputes may be addressed using internal dispute resolution and/or alternative dispute resolution in conformance with Civil Code Sections 5900 et seq. and 5930 et seq. GRF shall distribute a summary of its internal dispute resolution and alternative dispute resolution policy to Mutual Members in the annual policy statement prepared pursuant to Civil Code Section 5310.

ARTICLE 5 MEETINGS OF CORPORATE MEMBERS

5.1 Place of Meeting. All meetings of the Corporate Members shall be held at the principal office of this Corporation or at any other place in Orange County, State of California, as designated by the Board of Directors. Notwithstanding the foregoing, in the event any meeting(s) of the Corporate Members cannot be held in person due to emergency circumstances, the meeting may be held by electronic methods, including videoconference.

5.2 Annual Meeting of Corporate Members. The Annual Meeting of the Corporate Members shall be held on the second Wednesday of November of each year at 10 a.m. unless the Board of Directors fixes another time and date and so notifies the Corporate Members pursuant to Section 5.4 of these Bylaws. If the scheduled date falls upon a legal holiday, the meeting shall be held the next business day at the same time and place.

5.3 Calling Special Meeting of Corporate Members. A special meeting of Corporate Members may be called by the President or by any two officers or by a written resolution approved by a majority of the Directors of any Mutual Board.

5.4 Notice of Corporate Members' Meeting.

5.4.1 General notice contents: All notices of meetings of Corporate Members shall be provided in accordance with Sections 5.4.2 or 5.4.3, not less than ten (10) nor more than ninety (90) days before the date of the meeting, provided that the date of any meeting called by Corporate Members shall be governed by Section 5.3. The notice shall specify the place, date, and hour of the meeting, and comply with Sections 5.4.2 or 5.4.3.

5.4.2 Notice of Annual Meeting of Corporate Members: Notice of the Annual Meeting shall set forth those matters which the Board of Directors, at the time of giving notice, intends to present for consideration or action by the Corporate Members, but any other agenda item may be presented at the meeting with a two-thirds vote of those attending.

5.4.3 Notice of special meeting of Corporate Members: Notice of a special meeting of Corporate Members shall set forth the general nature of the business to be transacted and no other business may be transacted.

5.4.4 Notice of certain agenda items: If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Corporate Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s):

5.4.4.1 Removing a Director without cause;

5.4.4.2 Filling vacancies on the Board of Directors by Directors of the Corporate Members;

5.4.4.3 Amending the Articles of Incorporation, and/or these Bylaws;

5.4.4.4 Approving a contract or transaction in which a Director has a material financial interest;

5.4.4.5 Approving a plan of distribution of assets, other than cash, in liquidation when this Corporation has more than one class of Membership outstanding; or

5.4.4.6 Approving a plan to wind up and dissolve, i.e., the Termination of the GRF Trust and/or the distribution of its assets according to the Trust Agreement, PROVISIONS, Section VI.

5.4.5 Manner of giving notice: Notice of any meeting of Corporate Members shall be given either personally or by first-class mail, electronic mail or other electronic means, or other written communication, charges prepaid,

addressed to each Corporate Member and to each Director of a Corporate Member, either at the address of that Director appearing on the books of this Corporation or the address given by that Director to this Corporation for the purpose of notice. Notice of any Corporate Member meeting must also be provided to GRF Directors. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or other means of written communication.

- 5.4.6 Affidavit of mailing notice: An affidavit of the mailing or other means of giving any notice of any Corporate Members' meeting shall be executed by the Secretary, any Assistant Secretary, or any Agent of this Corporation giving the notice, and shall be filed and maintained in the official record of this Corporation.

5.5 Quorum at Meeting of Corporate Members.

- 5.5.1 Percentage required: The presence in person or by ballot of Directors of the Corporate Members entitled to exercise more than one half of the voting power of this Corporation shall constitute a quorum for the transaction of business at a meeting of the Corporate Members.

- 5.5.2 Loss of quorum: The Corporate Members present at a duly called or duly held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors of Corporate Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the voting power required to constitute a quorum.

- 5.6 Adjourned Corporate Members' Meeting.** Any Corporate Members' meeting, annual or special, whether or not a quorum is present, may be adjourned without assigning a date for a further meeting or to a date not more than forty-five (45) days thereafter by the vote of a majority of the voting power of the Corporate Members represented at the meeting. But in the absence of a quorum, no other business may be transacted at that meeting, except as provided in this article. If the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken, additional notice is not required. If after the adjournment a new record date is fixed for notice or voting, notice shall be given per Section 5.4 of this article.

- 5.7 Order of Business.** The order of business at all meetings of Corporate Members shall be determined by the Board of Directors of this Corporation.

5.8 Voting.

- 5.8.1 Eligibility to vote: Only Corporate Members shall be entitled to vote at a meeting of Corporate Members.

- 5.8.2 Manner of casting votes: Voting shall be by secret ballot. All of the Directors of the Corporate Members, present in person or by ballot at any meeting of Corporate Members shall be the elected representatives of the respective Corporate Members for the purpose of voting on all matters submitted to a vote of the Corporate Members. The number of votes each Director of a Corporate Member shall be entitled to cast shall be equal to the total number of separate interests in that Director's respective Mutual divided by the number of Directors on that Mutual's Board of Directors, as authorized by such Mutual's Articles of Incorporation or Bylaws, provided that fractional votes shall be disregarded.
- 5.8.3 Candidates elected: The candidates who receive the highest number of votes, not to exceed the number of available Director positions, are elected. In the event of a tie, all other newly elected Directors will immediately begin serving their terms. An incumbent Director whose seat was tied will continue in office until a runoff election determines the winner for his/her seat. Only those candidates who tied for the seat must be in the runoff. In lieu of a runoff and if the tied candidates agree, the winner may be decided by a coin toss or the drawing of names by the Inspector of Elections.
- 5.8.4 No cumulative voting: Cumulative voting shall not be permitted at any vote or election of this Corporation.
- 5.8.5 Majority of voting power required: If a quorum is present, the affirmative vote of the majority of the voting power of the Corporate Members represented at the meeting and voting on any matter shall be the act of the Corporate Members, unless the vote of a greater number is required by the Nonprofit Mutual Benefit Law, the Articles of Incorporation, these Bylaws, or the GRF Trust Agreement.
- 5.8.6 Publication of results: As soon as the report of the inspectors of elections has been received, the winning candidates will be announced and as soon thereafter as practical, the number of votes for each candidate will be published.
- 5.8.7 Revocation: No ballot may be revoked after delivery to this Corporation or deposit in the mail, whichever first occurs.

5.9 Waiver of Notice or Consent by Absent Directors of Corporate Members.

- 5.9.1 Written waiver or consent: The transactions of any meeting of Corporate Members, either annual or special, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum be present in person, and if, either before or after the meeting, each person entitled to vote, who was

not present in person, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Corporate Members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 5.4.4, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the Corporate records or made a part of the minutes of the meeting.

- 5.9.2 Waiver by attendance: Attendance by a person authorized to vote at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects at the beginning of the meeting to the transaction of any business due to the inadequacy or illegality of the notice. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting, if that objection is expressly made at the meeting.

5.10 Action by Corporate Members Without a Meeting.

- 5.10.1 General: Any action that may be taken at any annual or special meeting of Corporate Members, except election of Directors, may be taken without a meeting and without prior notice upon compliance with the provisions of this section.
- 5.10.2 Solicitation of ballots: The Corporation shall distribute one ballot to each Director of each Corporate Member entitled to vote. Such ballots shall be mailed or delivered in the manner required by Section 5.4 for giving notice of special meetings. All solicitations of vote by ballot shall: (1) indicate the number of responses needed to meet the quorum requirement; (2) state the percentage of approvals necessary to pass the measure(s); and (3) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall: (1) set forth the proposed action; and (2) provide the Directors of the Corporate Members an opportunity to specify approval, disapproval or withhold for each proposal. No ballot may be revoked after delivery to this Corporation or deposit in the mail, whichever first occurs.
- 5.10.3 Quorum: Approval by ballot pursuant to this section shall be valid only when the number of votes cast by ballot within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- 5.10.4 Revocation: No ballot may be revoked after delivery to this Corporation or deposit in the mails, whichever first occurs.

5.10.5 Filing: All such ballots shall be filed with the Secretary of this Corporation and maintained in the Corporate records for a minimum period of three (3) years.

5.11 Record Date for Corporate Member Notice, Voting, and Other Actions.

Record dates for purposes of Corporate Members entitled to notice, to vote, to give consents, or take other action, as the case may be, shall be governed by Section 7611 of the Nonprofit Mutual Benefit Law.

ARTICLE 6 DIRECTORS

6.1 Powers.

6.1.1 General Corporate powers: Subject to the provisions of law and any limitations in the Articles of Incorporation, Trust Agreement, and these Bylaws relating to action required to be approved by the Corporate Members, the business and affairs of this Corporation shall be managed, and all Corporate powers shall be exercised, by or under the direction of the Board of Directors. The powers of the Board of Directors shall include but not be limited to:

6.1.1.1 Establishing fees for the maintenance, improvement, alteration and repair of this Corporation's and GRF Trust's property; providing services to the Corporate Members and Mutual Members and fees for the use of Community Facilities by Mutual Members, Qualifying Residents, Co-occupants, Tenants, and their Guests, all of which shall be based upon the operating budget of this Corporation;

6.1.1.2 Engaging persons or entities for the management of this Corporation's and GRF Trust's property under such terms as the Board of Directors may determine;

6.1.1.3 Disciplining Mutual Members, Qualifying Residents, Co-occupants, Tenants, and their Guests as provided in the Governing Documents of this Corporation; and

6.1.1.4 Promulgating such Rules and Regulations pertaining to the use of the Community Area and Community Facilities including property of this Corporation and GRF Trust as the Board of Directors deems best and which are consistent with the Governing Documents, and applicable law.

6.1.1.5 Whenever new or amended Rules or Regulations are promulgated, notice shall be given to Corporate Members,

Mutual Members and Qualifying Residents in accordance with law.

6.1.1.6 Approve all contracts entered in the name of GRF "in accordance with the governing documents."

6.1.2 Delegation: The Board may delegate the management of the activities of this Corporation to any person or persons or management company, provided that the policies, activities and affairs of this Corporation shall be managed and all Corporate powers shall be exercised under the ultimate direction of the Board.

6.2 Number and Qualification of Directors. The authorized number of Directors shall be eleven (11), all of whom shall be Mutual Members, and three of whom shall be Delegate Directors, one (1) appointed by each of the Mutuals.

(1) The Delegate GRF Directors shall have equivalent rights as the GRF Directors voted on the Board by the Corporate Members.

(2) The Delegate GRF Directors shall be appointed to a three (3) year term and cannot be a Member of the Mutual Board.

(3) The Board of Directors of each Mutual is responsible for appointing an eligible Member of the Mutual to serve as the Delegate GRF Director.

6.2.1 Ineligible if delinquent: No Mutual Member shall be eligible to be elected to the Board of Directors who is shown on the books of account of his/ her Mutual as of the record date for voting to be more than thirty (30) days delinquent in payment of any assessments due to the Mutual.

Candidates who have outstanding assessments can run if they have: (1) paid under protest per California Civil Code § 5658; or (2) have entered into and are current in a payment plan (defined as a signed written agreement between the Board and the Owner) per § 5665, and are current and in compliance with all terms thereof; or (3) if the Member has not been provided the opportunity to engage in Internal Dispute Resolution (IDR).

6.3 Election and Term of Office for Directors. Directors sufficient to fill expiring terms of office shall be elected at each Annual Meeting for a term of three (3) years. Terms shall commence at the close of the Annual Meeting and shall continue until the expiration of the term for which elected and until a successor is elected and qualified.

6.3.1 Fill out Board: If the authorized number of elected Directors is not elected as specified above, Directors sufficient to fill the authorized number may be elected at any special meeting of the Corporate Members, called for

that purpose. If an authorized number of Delegate Directors are not appointed, the Corporate Members may appoint someone to fill the vacancy after Corporate Members have provided written notice to the Mutual to appoint a Mutual Member to the vacant position and have given the Mutual thirty (30) days to appoint a Delegate Director.

- 6.3.2 Expiration of term: Each Director shall hold office until expiration of the term for which elected or appointed and until a qualified successor has been elected or appointed.

6.4 Vacancies.

- 6.4.1 Events causing vacancy: A vacancy or vacancies in the Board of Directors shall exist on the occurrence of any of the following:

6.4.1.1 the death, resignation, or removal of any Director;

6.4.1.2 the declaration by resolution of the Board of Directors of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the Nonprofit Mutual Benefit Law;

6.4.1.3 a vote to remove a Director by a majority of a quorum of the voting power of the Corporate Members;

6.4.1.4 a declaration by resolution of the Board of Directors that a Director no longer meets the qualifications set forth in these Bylaws or the Nonprofit Mutual Benefit Law, Corporations Code Section 7221(b);

6.4.1.5 the increase of the authorized number of Directors;

6.4.1.6 the failure of Corporate Members to elect the number of Directors to be elected; or

6.4.1.7 a declaration by resolution of the Board of Directors, upon adequate evidence, that a Director is not a Mutual Member or that a Director is more than thirty (30) days delinquent on assessments due to their Mutual.

Candidates who have outstanding assessments can run if they have: (1) paid under protest per California Civil Code § 5658; or (2) have entered into and are current in a payment plan (defined as a signed written agreement between the Board and the Owner) per § 5665, and are current and in compliance with all

terms thereof; or (3) if the Member has not been provided the opportunity to engage in Internal Dispute Resolution (IDR).

6.4.2 Resignations: A Director may resign by giving written notice to the President, the Secretary, or the Board of Directors. Unless a later time is specified, the resignation is effective upon receipt. If the resignation is effective at a future time, the successor may be elected to take office when the resignation becomes effective.

6.4.3 Removal of Directors by Corporate Members: Any Director may be removed without cause at any meeting of Corporate Members, providing:

6.4.3.1 Notice of the meeting is given not less than thirty (30) days before the meeting, and the notice states the intention to vote on the matter of possible removal, and specifies the Director(s) subject to possible removal;

6.4.3.2 Provision is made for any Director to be heard at the meeting prior to the vote; and

6.4.3.3 A majority of a quorum of the Corporate Members vote to remove a Director.

6.4.4 Replacement of removed Director(s):

6.4.4.1 Election to fill a vacancy created by removal of a Director shall conform to Section 8.2 and 8.3.

6.4.5 Vacancy: By vote at a duly noticed meeting of the Board, a majority of the Board may declare vacant the office of any Director for any of the reasons listed below. However, before any such removal may occur, the Board must, at its next open meeting or a special open meeting called for this purpose, review evidence and make a finding of whether the Director should be removed and, if the Board makes such a finding, the Board may remove the Director from the Board and, if so, must record its findings and action in the minutes of the meeting. Vacancy is effective upon mailing notice to such Director from the President.

(a) The Director ceases to meet the following provisions.

- (1) Membership in the association;
- (2) Payment of assessments, but not fines.
- (3) No criminal convictions.
- (4) Compliance with Governing Documents.

(b) The Director has been declared of unsound mind by a final order of the court.

(c) The Director has been absent from more than three (3) consecutive regular meetings of the Board or more than four (4) regular meetings within any twelve- (12-) month period.

(d) The Director has allowed a proposed contract or other transaction to be put to a vote by the Board or Membership without disclosing that he or she will receive a financial benefit from the transaction.

6.4.6 Vacancies not to be filled by Board of Directors: Vacancies on the Board of Directors of this Corporation may not be filled by a vote of the Board of Directors of this Corporation.

6.4.6.1 A vacancy for a term with less than one hundred (100) days remaining from the date of vacancy may be left vacant until filled at the annual election.

6.4.6.2 All other vacancies shall be filled by a special election held in accordance with Section 8.2 and 8.3.

6.4.7 Vacancy of Delegate GRF Director: Should the Delegate GRF Director seat become vacant, the Mutual Board that appointed such Director shall have the authority and discretion to appoint a qualified Member of such Mutual to fill the vacant seat.

6.4.8 Term of successor Director: The term of any Director elected to fill a vacancy, as provided herein, shall be the unexpired term of the predecessor.

6.4.9 No vacancy on reduction of number of Directors: No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

6.4.10 Officer vacancy: If an Officer vacancy is created when a Director resigns, the Board shall fill that Officer vacancy by a vote of the Board as set forth in Section 9.2.

6.5 Meetings of Board of Directors.

6.5.1 Open meeting requirements: Regular, special, and organizational meetings of the Board of Directors shall be open to all Mutual Members of this Corporation during such portion of the meeting that is not designated as executive session in conformance with the Open Meeting Act section of the Common Interest Development Act. Mutual Members shall be permitted to speak at the open portion of Board meetings, subject to reasonable time limits and Rules established by the Board.

- 6.5.2 Location of meetings: Meetings of the Board of Directors may be held at any time and place within Orange County, California, that has been designated from time to time by resolution of the Board. In the absence of such designation, meetings shall be held at the principal office of this Corporation. Notwithstanding the foregoing, in the event any Board meetings cannot be held in person due to emergency circumstances, Board meetings may be held by electronic means, including video conference.
- 6.5.3 Regular meetings: Regular meetings of the Board of Directors shall be held on the first Tuesday of each month, at 9:30 a.m., unless otherwise scheduled by an adopted resolution. No notice of a regular meeting is required, but the agenda must be posted and any supporting documents must be available for pickup by Directors no later than 3 p.m. the preceding Friday, or delivered by messenger before noon Saturday.
- 6.5.4 Organizational meetings: Within three days following each Annual Meeting of Corporate Members, the Board of Directors shall hold an organizational meeting for the purpose of organization, election of Officers, and the transaction of other business.
- 6.5.5 Special meetings of Board: Authority to call. Special meetings of the Board of Directors for any purpose may be called at any time by the GRF President, any two GRF Officers or a quorum of GRF Directors. Special meetings shall not be scheduled at the same time as other Mutual Committee or Board Meetings are being held.
- 6.5.6 Notice of special Board meetings:
- 6.5.6.1 Notice of the time and place of any special Board meeting shall be given to each Director by one of the following methods:
(a) by personal delivery, telephone communication, telegram, charges prepaid; facsimile; electronic mail or other electronic means; (b) by first-class mail, postage prepaid, either directly to the Director or to a person who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given or sent to the Director's address or telephone number or facsimile number or electronic mail number as shown on the records of this Corporation. Notice shall be deemed to have been given at the time when notice is delivered, deposited in the mail, sent by telegram, sent by facsimile, or sent by electronic mail, if necessary.
- 6.5.6.2 Notices given by personal delivery, telephone communication, telegram, facsimile, or electronic mail shall be given at least 48 hours prior to the meeting but notices given by first-class mail shall be given at least four days prior to the meeting.

6.5.6.3 The notice shall state the time and place for the meeting and the general nature of the business to be transacted, but any business may be transacted. The notice shall contain an agenda of the meeting.

6.5.7 Notice of Board meetings to Corporate Members: Corporate Members must be given an agenda and notice of the time and place of open session Board Meetings at least four (4) calendar days prior to the meeting and of Executive Session Board meetings at least two (2) calendar days prior to the meeting. The notice and agenda may be given by posting the notice in a prominent place or places accessible to all Corporate Members and which have been designated for the posting of notices by the association in the annual policy statement, by mail or delivery of the notice, by newsletter, inclusion in a billing statement or other properly delivered document, by broadcast television programming, or as otherwise permitted in the Common Interest Development Act Civil Code 4923. An emergency meeting of the Board may be called if there are circumstances that could not have been reasonably foreseen which require immediate attention by the Board. In such instances, the Board must give notice, as may be reasonable and practical.

6.5.8 Meetings by conferencing equipment: Any regular or special Board meeting may be held with some or all of the Directors using conferencing technology, providing the conditions stated in the Common Interest Development Act Civil Code 4910(b)(2) and Nonprofit Mutual Benefit Law Section 7211 (a)(6) are satisfied.

6.5.9 Adjourned meetings of Board: A majority of the Directors present may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice shall be given prior to the time of the adjourned meeting to any Directors who were not present at the time of the adjournment. Any business which might have been transacted at the meeting as originally called may be transacted at the next meeting.

6.5.10 Corporate Member attendance in Executive Session Board meetings: Two Directors each from United Laguna Woods Mutual and Third Laguna Hills Mutual and one Director from Laguna Woods Mutual Fifty shall be provided notice of and be allowed to attend all GRF Executive Session Board meetings as an observer, not participant. The President has the right to excuse the observers for certain legal matters and discipline matters.

6.6 Quorum and Action by Directors. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business except to

adjourn as provided in 6.5.8. Unless a greater number is required by law, by the Articles of Incorporation, or by these Bylaws, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present, is the act of the Board of Directors. 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 at least a majority of the required quorum for that meeting.

- 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. All waivers, consents, and approvals shall be filed with the Corporate records or made a part of the minutes 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 Emergency Meeting.** In accordance with Civil Code Section 4923 any emergency 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, including by electronic mail. 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.
- 6.9 Fees and Compensation of Directors.** Directors and Members of Committees may not receive compensation for their services as Directors or Members of Committees. But any Director or Member of a Committee may receive such reimbursement of expenses as may be determined by resolution of the Board of Directors to be just and reasonable. No remuneration shall be paid to a Director for services performed for this Corporation in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

ARTICLE 7 COMMITTEES

7.1 Committees.

- 7.1.1 Standing Committees:** The Board of Directors may establish Standing Committees to serve at the pleasure of the Board. The duties and powers of these Committees shall be determined by the Board, provided that the authority of each Committee is limited to advising the Board and all final action is subject to the specific approval of the Board. Each Committee, designated by the Board as a Standing Committee shall include two

Members of this Corporation's Board of Directors (one of whom shall be appointed by the President as the chairperson, another as the Vice chairperson) and two Directors each from United and Third Mutuals. One Mutual Member may be appointed by Mutual Fifty. If a Mutual opts out, the President of GRF can appoint another Member from the GRF Board.

7.1.2 Other Committees or research groups: The Board of Directors or Standing Committees may establish ad hoc advisory or other Committees to perform special functions. The Membership, duties and powers shall be appropriate to the special function to be performed, but the authority of each Committee is limited to advising the Board or Standing Committee as appropriate and all action is subject to the specific approval of the Board (or Mutual Boards, if a joint Committee).

7.1.3 Advisors to Standing Committees: Chairpersons of Committees may appoint advisors none of whom shall have voting privileges. Appointment of advisors requires the consent of the Board. The number of advisors can be equal to or fewer than the number of Committee Members.

7.2 Appointment of GRF Members to Committees. The President, subject to the approval of the Board, shall appoint Members of the Board of Directors to the Committees of GRF.

7.3 Appointment of Mutual Members to Committees. The Presidents of each Mutual Board, subject to approval of their Board shall appoint Members of their Board of Directors to GRF Committees. Members so appointed shall begin service at the Committee meeting following their confirmation by their Mutual's Board.

7.4 Committee Member Substitutes. Any substitute Committee Member temporarily assigned to a GRF Committee meeting shall have full voting rights on all GRF Committees to which the substitute Committee Member is assigned.

7.5 Charters and Mission Statements. All GRF Standing Committees will have a written charter that was voted on by the Board. All other types of Committees should have a written mission statement that the participants develop.

ARTICLE 8 NOMINATION FOR AND ELECTION OF DIRECTORS

8.1 Nominating Procedure.

8.1.1 Nomination: Any Mutual Member may apply sixty (60) days before each Annual Meeting of the Corporate Members. Candidates must meet the qualifications and be willing and able to serve as Directors of this Corporation. Candidates shall submit their applications to the Secretary or Assistant Secretary of this Corporation, who shall arrange for

notification, by hand delivery within twenty-four (24) hours, to each candidate who has been nominated, or has not been nominated.

8.1.2 Close of nominations: Nominations shall close at 5 p.m., fifty (50) days before the Annual Meeting.

8.1.3 Candidate's qualification statement: Every candidate shall submit a statement of background and qualifications not to exceed three-hundred (300) words to the Corporation Secretary or Assistant Secretary not later than the time of close of nominations. It is specifically understood by each candidate that the statement may be published with the election materials. The Corporation Secretary shall submit to each person entitled to receive notice of the Annual Meeting a copy of each statement with the notice of meeting required by Section 5.4.

8.1.4 Time of election: The election shall be held at the Corporation's Annual Meeting. Voting shall conform to Section 5.8.

8.2 Nominating Procedure for Special Election to Fill Vacancy.

8.2.1 Nomination, special meeting for election: The effective date of a vacancy, or the effective date of a proposed vacancy to be created by removal of a Director, the close of nominations to fill that vacancy shall be fifteen (15) days later, and shall cause the calling of a properly noticed special meeting of Corporate Members not less than twenty (20) nor more than thirty-five (35) days, after the effective date of the vacancy, for the purpose of conducting a special election.

8.2.2 Accelerated timing: The provisions of Section 8.1 shall apply, except that the accelerated timing required in this section shall apply.

8.2.3 Election: The election shall be held at the special meeting and voting shall conform to Section 5.8.

8.3 Election Procedure.

8.3.1 Solicitation of votes: If more people are nominated for the Board than can be elected, the election shall take place by means of a procedure that allows all nominees a reasonable opportunity to solicit votes and all Directors of all Corporate Members a reasonable opportunity to choose among nominees.

8.3.2 Equal or fewer candidates: If after the close of nominations, the number of nominees is equal to or less than the vacancies, those nominated and qualified shall be declared elected.

8.3.3 Publication and mailing election material: Shall conform to Nonprofit Mutual Benefit Law, Sections 7523-7525.

8.3.4 Refusal to publish or mail material: The Corporation may not decline to publish or mail material that it is otherwise required to publish or mail on behalf of any nominee, on the basis of the content of the material, except that this Corporation or any of its Agents, Officers, Directors, or Employees may seek and comply with an order of the superior court or arbitrator allowing them to delete material that the court or arbitrator finds will expose the party bringing the action to liability.

8.3.5 No use of Corporate funds to support nominee: No funds of this Corporation may be expended, either directly or indirectly, to support a nominee for Director.

8.3.6 Election of Directors: Directors shall be elected as provided in Section 5.8. The inspectors of elections shall be appointed in conformance with Nonprofit Mutual Benefit Corporation Law, Section 7614.

ARTICLE 9 OFFICERS

9.1 Officers. The Officers of this Corporation shall be a President, a first Vice President, a second Vice President, a Secretary, and a Treasurer, all of whom shall be Directors or Delegate Directors. This Corporation may have such other Vice Presidents, Assistant Secretaries, and Assistant Treasurers as may be provided in these Bylaws or as are appointed by the Board of Directors, or both.

9.2 Election of Officers. The Officers shall be elected by the Board of Directors at the organizational meeting, and each shall serve at the pleasure of the Board for a one- (1-) year term and until his/her successors are elected. An Officer elected to fill a vacancy shall serve for the remainder of the term.

9.3 Removal of Officers. Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause, by the Board of Directors at any regular or special meeting of the Board.

9.4 Resignation of Officers. Any Officer may resign at any time by giving written notice to this Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this Corporation under any contract to which the Officer is a party.

9.5 Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in Section 9.2 for regular election to that office.

9.6 Responsibilities of Officers.

9.6.1 President: The President shall generally supervise and direct the business and the Officers of this Corporation; shall preside at meetings of the Corporate Members and at meetings of the Board of Directors; and shall have such other powers and duties as may be prescribed by the Board of Directors or the Governing Documents.

9.6.2 Vice Presidents: In the absence or disability of the President, the Vice Presidents, in order of their rank, 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 President. The Vice Presidents shall have such other powers and perform such other duties as may be prescribed for them respectively by the Board of Directors. The general manager employed by the Managing Agent of this Corporation shall be a Vice President ex officio and, unless excused by the Board of Directors, shall attend all meetings of the Corporate Members and of the Board of Directors.

9.6.3. The Secretary, or the Secretary's designee:

9.6.3.1 Shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Corporate Members, at the principal office of this Corporation or at such other place as the Board may order.

9.6.3.2 Shall have charge of such books and papers as the Board may direct and shall, in general, perform all of the duties incident to the office of Secretary of a California nonprofit Corporation.

9.6.3.3 Shall give, or cause to be given, notices of meetings of the Corporate Members and of the Board, as required by these Bylaws and the Common Interest Development Act.

9.6.3.4 Shall have access to a record book of current Mutual Members, listing the names, mailing addresses, telephone numbers, email addresses and other contact information of Mutual Members, as furnished to the Corporation.

9.6.3.5 Shall also maintain a record book of all leased or rented separate interests and the Tenants under such lease or rental agreement of the Trust facilities.

9.6.3.6 Shall have such other powers and duties as from time to time may be prescribed by the Board or the Governing Documents.

The Secretary's designee may include, without limitation, the Corporation's Managing Agent.

9.6.4 Treasurer:

9.6.4.1 Shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of this Corporation, including accounts of its assets, liabilities, receipts, equity, disbursements, gains, losses and other matters customarily included in financial statements.

9.6.4.2 Shall deposit or cause to be deposited all money and other valuables in the name and to the credit of this Corporation with such depositories as may be designated by the Board of Directors; disburse the funds of this Corporation as may be ordered by the Board of Directors; render to the President and Directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of this Corporation; and have other powers and perform other duties as may be prescribed by the Board of Directors or the Governing Documents. Such responsibilities may be delegated to a Member of the staff of the Managing Agent by this Corporation.

9.6.4.3 If required by the Board of Directors, the Treasurer and any other Officer, Agent or Employee of this Corporation handling or responsible for Corporate funds shall give this Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to this Corporation of all its books, papers, vouchers, money and other property of every kind in his possession or under his control on his death, resignation, retirement or removal from office. The premiums on such bonds shall be paid by this Corporation.

9.6.4.4 Civil Code 5510 requirements:

- a. The signature of at least two persons, who shall be Directors, or one Officer who is not a Director and one who is a Director, shall be required for the withdrawal of moneys from the association's reserve account.
- b. The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of major components, that the association is obligated to repair, restore, replace or maintain and for which the reserve fund is established.

ARTICLE 10 EXERCISE OF POWERS

10.1 Duties and Liabilities

10.1.1 Business Judgment Rule: Directors and Officers of this Corporation shall perform their duties, including duties as a Member of any Committee of the Board, in good faith in a manner such person believes to be in the best interests of this Corporation and the GRF Trust for which this Corporation is Trustee, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements (including financial statements and other financial data) prepared or presented by: (1) Officers or Employees of this Corporation whom the Director believes to be reliable and competent; (2) attorneys, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or (3) a Committee of the Board upon which the Director does not serve, as to matters within its designated authority, which Committee the Director believes to merit confidence, so long as the Director acts in good faith and after reasonable inquiry when a need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

10.1.2 Authorization of Agent: The Board of Directors may authorize any Officer or Officers and Agent or Agents to enter into any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confined to specific instances and in accordance with Governing Documents, unless so authorized by the Board of Directors, no Officer, Agent or other person shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

10.2 Transactions Involving a Director. Subject to Section 7233 of the Nonprofit Mutual Benefit Law, all contracts or other transactions between this Corporation and one or more of its Directors, or between this Corporation and any Corporation, firm or association in which one or more of its Directors has a material financial interest or serves as a Director, shall be authorized, approved or ratified by the Board of Directors. The interested or common Director or Directors: (1) shall not be present during the discussion of, nor the vote on such contract or transaction; (2) shall not be counted in determining the presence of a quorum with respect to the approval or ratification of such contract or transaction; (3) shall not be allowed to vote on such contract or transaction, at the meeting of the Board which authorizes, approves or ratifies such contract or

transaction; and (4) shall have made full disclosure of the material facts as to the transaction and as to such Director's (or Director's spouse's) interest.

10.3 Corporate Loans, Guarantees, and Advances.

10.3.1 Limitation on loans: Except as provided in 10.3.2, this Corporation shall not make any loan of money or property to or guarantee the obligation of:

10.3.1.1 Any Director or Officer of this Corporation; or

10.3.1.2 Any person upon the security of Memberships of this Corporation.

10.3.2 Advances: This Corporation may advance money to a Director or Officer of this Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or Officer, provided that in the absence of such advance such Director or Officer would be entitled to be reimbursed for such expenses by this Corporation.

Directors must provide receipts to substantiate reimbursement. No funds shall be reimbursed without proof of expenses.

10.4 Endorsement of Documents. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between this Corporation and any other person, when signed by the President or any Vice President and the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer of this Corporation shall be valid and binding on this Corporation in the absence of actual knowledge on the part of the other person that the signing Officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board of Directors and, unless so authorized by the Board of Directors, no Officer, Agent, or Employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

11.1 Indemnification. This Corporation shall have the power to indemnify any Agent to the extent allowed by Section 7237 of the Nonprofit Mutual Benefit Law. For purposes of this Article, the term "Agent" when used herein shall have the same meaning ascribed thereto in Section 7237.

- 11.2 Advance of Expenses.** Expenses incurred in defending any legal action or proceeding may be advanced by this Corporation before the final disposition of the action or proceeding on receipt of a bond or other undertaking by or on behalf of the Agent proceeded against to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 11.
- 11.3 Contractual Rights of Non-Directors and Non-Officers.** Nothing contained in this article shall affect any right to indemnification to which Agents other than Directors and Officers of this Corporation may be entitled by contract or otherwise.
- 11.4 Insurance.** The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of this Corporation 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 this Corporation would have the power to indemnify the Agent against that liability under the provisions of this Article 11.

ARTICLE 12 RECORDS AND REPORTS

- 12.1 Fiscal Year.** The fiscal year of this Corporation shall begin on the first day of January each year and end the 31st day of December next following. The fiscal year herein established may be changed by resolution of the Board of Directors.
- 12.2 Books and Accounts.** Books and accounts of this Corporation and GRF Trust shall be kept under the direction of the Treasurer or the Managing Agent. The amount of any special assessment required for Corporate purposes shall be credited upon the books of the Corporation to the assessment revenue account as a capital contribution by the Corporate Members. The amount of any special assessment required for the Golden Rain Foundation of Laguna Woods Trust purposes shall be credited upon the books of the Trust to the assessment revenue account by the Corporate Members.
- 12.3 Auditing.** In accordance with the Common Interest Development Act, after the close of each fiscal year, the books and records of this Corporation shall be audited by an independent certified public accountant, whose report shall be certified.
- 12.4 Annual Financial Report to Members.** This Corporation shall cause an audited annual financial report to be prepared containing the information required by Section 5305 of the Common Interest Development Act and Section 8321 of the Nonprofit Mutual Benefit Law, and to be distributed not later than one hundred twenty (120) days after the close of the fiscal year.

This Corporation shall annually provide each Membership with a summary financial report and notify each Membership of the right to receive a full financial report upon request.

- 12.5 Members' Inspection Rights.** Mutual Members shall have inspection rights as specified in the Common Interest Development Act (Civil Code Section 5200 et. seq.) and, to the extent not conflicting, the Nonprofit Mutual Benefit Law Sections 8330 through 8333.
- 12.6 Maintenance and Inspection of Articles and Bylaws.** This Corporation shall keep at its principal office the original or a copy of the articles and Bylaws as amended to date, which shall be open to inspection by the Mutual Members at all reasonable times during office hours.
- 12.7 Inspection by Directors.** Every Director of this Corporation shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of this Corporation. The inspection by a Director may be made in person or by an Agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.
- 12.8 Annual Statement of Certain Transactions and Indemnifications.** No later than the time this Corporation makes available its annual financial report to the Mutual Members and in any event no later than one hundred twenty (120) days after the close of this fiscal year, this Corporation shall prepare and make available to each Mutual Member, Mutual Director and GRF Director a statement of the amount and circumstances of any transaction or indemnification required by Section 8322 of the Nonprofit Mutual Benefit Law.
- 12.9 Annual Budget Report.** The Board must distribute an annual budget report thirty (30) to ninety (90) days before the end of its fiscal year that includes all of the information required by Section 5300 of the Common Interest Development Act.
- 12.10 Annual Policy Statement.** Within thirty (30) to ninety (90) before the end of its fiscal year, the Board must distribute an annual policy statement that includes all of the information required by Section 5310 of the Common Interest Development Act.

ARTICLE 13 PROCESS AUDITING

The Corporation shall, from time to time, authorize audits of processes and functions in order to evaluate management and operation of the Corporation's facilities and services. Audits may include, but are not limited to, one or more of the following: evaluation of tools, techniques and procedures used in business processes; identification of areas of noncompliance; recommendations for corrective/preventive actions; identification of methods and viable solutions to improve the effectiveness and

efficiency of processes and functions; and recommendations for scope and timing of follow-up audits.

13.1 Hierarchy of Governing Documents. Unless the context requires otherwise, the general provisions, Rules of Construction and definitions in the Common Interest Development Act and Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

13.2 Rules of Order. The Rules contained in Robert's Rules of Order, current edition, shall govern all Corporate Members meetings and Board of Directors meetings of this Corporation. In the event any conflict, the order of precedence is:

- (1) Applicable federal or state law, including the Common Interest Development Law and Nonprofit Mutual Benefit Law
- (2) GRF Trust Agreement
- (3) Articles of Incorporation
- (4) GRF Bylaws
- (5) Procedure Documents
- (6) Robert's Rules of Order

ARTICLE 14 AMENDMENTS

14.1 Amendment by Corporate Members. New, amended or repeal of Bylaws or Articles of Incorporation may be adopted by the affirmative vote or written assent of the Corporate Members entitled to exercise a majority of the voting power of this Corporation. Where any provision of these Bylaws requires the vote of a larger proportion of the Corporate Members than otherwise required by law, such provision may not be altered, amended or repealed except by vote of such larger number of Corporate Members.

14.2 No Amendment by Directors. The Board of Directors of this Corporation may not adopt, amend or repeal these Bylaws.

ARTICLE 15 LIQUIDATION

15.1 Dedication of Assets. The properties and assets of this Corporation are irrevocably dedicated to fulfillment of the objectives and purposes of this Corporation as set forth in Article 2 of these Bylaws. This Corporation does not

contemplate the distribution of assets, gains, profits or dividends to any of its Corporate Members, except in accordance with Chapter 4 of the Nonprofit Mutual Benefit Law and as provided in the GRF Trust and Regulatory Agreement.

15.2 Dissolution. In the event of dissolution of this Corporation, except as set forth below, the Corporate Members of record at the time a certificate evidencing this Corporation's election to dissolve is filed with the California Attorney General or, if no such election is made, at the time an order for winding up and dissolution of this Corporation is entered shall receive the assets of this Corporation remaining after (a) return of those assets held upon a valid condition requiring return, transfer, or conveyance, which condition has occurred or will occur; (b) disposition of those assets held in a Trust in compliance with the provisions of the Trust under which such assets are held; (c) payment, or adequate provision for payment, of all taxes, penalties, debts, and liabilities; and (d) other provisions under applicable law. Such remaining assets shall, at the election of the Directors in their sole discretion, either be transferred to a successor Corporation with similar purposes to those of this Corporation, or distributed to the Corporate Members.

If distribution of assets to the Corporate Members is chosen, the distribution to Corporate Members shall be made pro rata by determining an amount equal to the proportion of such assets that the number of separate interests consisting of each of the Corporate Members bears to the aggregate of all the separate interests of all of the Corporate Members.

CERTIFICATION OF AMENDMENT

I, the undersigned, certify that I am the presently elected and acting Secretary of GOLDEN RAIN FOUNDATION OF LAGUNA WOODS, a California nonprofit Mutual benefit Corporation, and the above Bylaws, consisting of forty-four (44) pages, are the Bylaws of this Corporation as adopted by majority vote of the Corporate Members in a properly noticed Members meeting at which a quorum was certified, on 01/18, 2021.

This Certificate is under penalty of perjury on 03/10, 2021, in LAGUNA WOODS, California.

GOLDEN RAIN FOUNDATION OF LAGUNA WOODS,
a California Corporation

By: 
Secretary

IN WITNESS WHEREOF, the Bylaws are adopted effective this 10 day of March, 2021.

**GOLDEN RAIN FOUNDATION
OF LAGUNA WOODS**

By Bunny Carpenter
Its President
Date 3/9/2021

THIRD LAGUNA HILLS MUTUAL

By Steven W. Parsons
Its President
Date 3/9/2021

UNITED LAGUNA WOODS MUTUAL

By Susan Margolis
Its President
Date 3/10/2021

LAGUNA WOODS MUTUAL FIFTY

By Ryna Rottberg
Its President
Date 3/10/21