

**BYLAWS**  
**OF**  
**BROOKSIDE HOMEOWNERS' ASSOCIATION,**  
**AN UNINCORPORATED ASSOCIATION**

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The following are the Bylaws of **Brookside Homeowner's Association, AN UNINCORPORATED ASSOCIATION**, (the "Association"):

**ARTICLE I: NAME**

The name of this Association shall be Brookside Homeowners' Association (the "Association"). The Association's offices shall be located at 606 N. Larchmont Blvd. Ste. 4B, Los Angeles, CA, 90004 or at some other location within Brookside or the surrounding areas upon the designation of the Board.

**ARTICLE II: PURPOSE & BOUNDARIES**

The purposes for which this Association are to promote public safety, social welfare, community awareness and the quality of living of the residents of an area within the County and City of Los Angeles, State of California, commonly known and described as "Brookside" (an area lying between Wilshire Boulevard on the north, and Olympic Boulevard on the South, and between Highland Avenue (both sides) on the West and Murfield Road (both sides) on the East) for the promotion of the general quality of life and the enhancement of the environment for those persons residing therein.

**ARTICLE III. MEMBERS**

**SECTION 1. Qualification.** Any adult person who owns property within Brookside (a "Household") may become a member of the Association (a "Homeowner"). Renters are not eligible for membership in the Association.

**SECTION 2. Annual Meeting.** The annual meeting ("Annual Meeting") of the Homeowners shall be held between January 1 and January 31, on such date and at such hour as may be specified in the Notice of Meeting (or in a duly executed Waiver of Notice thereof) for the purpose of electing Board Members and for the transaction of such other business as may come before the meeting. The notice of any meeting at which Board Members are to be elected shall include the names of nominees intended at the time of the notice to be

presented by the Board for election. If the election of Board Members shall not be held on the day designated herein for any annual meeting of the Homeowners, or at any adjournment thereof, the Board shall cause the election to be held at a Special Meeting of the Homeowners as soon thereafter as conveniently may be. Failure to hold the Annual Meeting within the above proscribed time shall not act as forfeiture or grounds for dissolution of the Association.

**SECTION 3. Regular Meetings.** In addition to the Annual Meeting, regular meetings (“Regular Meetings”) of the Homeowners shall be held quarterly.

**SECTION 4. Special Meetings.** Special meetings (“Special Meetings”) of the Homeowners for any purpose or purposes, may be called by the Board, the President or by one-tenth (1/10) of all the shares Homeowners entitled to vote. Upon request in writing to the Association addressed to the attention of the President, the Board shall cause notice to be given to the Homeowners that a special meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request.

**SECTION 5. Place of Meeting.** The Board may designate any place within or adjacent to Brookside, as the place of meeting for any meeting of the Homeowners.

**SECTION 6. Notice of Meeting.** Written or printed notice stating the place, day and hour of the meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be (a) delivered to each Homeowner of record at their email of record, to the extent available and (b) posted on the website at [www.brooksidelaca.com](http://www.brooksidelaca.com) not less than ten (10) nor more than sixty (60) days before the date of the meeting

**SECTION 7. Fixing of Record Date.** The Board may fix a date, not less than ten (10) nor more than sixty (60) days before the date set for any meeting of the Homeowners as the record date as of which the Homeowners of record entitled to notice of and to vote at such meeting and any adjournment thereof shall be determined.

**SECTION 8. Quorum.** One-tenth of the Households entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Homeowners. After a quorum has been established at a

Homeowners' meeting, the subsequent withdrawal of Homeowners, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**SECTION 9. Proxies.** Every Homeowner entitled to vote at a meeting of Homeowners or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. The proxy must be executed in writing by the Homeowner or his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of such meeting or at the time of expressing such consent or dissent without a meeting. No proxy shall be valid after the expiration of twelve (12) months of the date thereof unless provided otherwise in the proxy.

**SECTION 10. Voting.** Each Household shall be entitled to (1) vote upon each matter submitted to a vote at a meeting of the Homeowners. If a quorum is present, the affirmative vote of a majority of Households at the meeting and entitled to vote on the subject matter shall be a duly ratified act of the Homeowners.

**SECTION 11. Action Without a Meeting.** Intentionally Omitted.

**SECTION 12. Attendance by Phone or Internet.** A Homeowner may attend any meeting via telephonic or web-based call-in. Said Homeowner shall provide the Secretary with any contact or call-in information and directions at least twenty-four (24) hours before the notice time of the applicable meeting.

### **ARTICLE III. BOARD**

**SECTION 1. General Powers.** All powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board. The Board may delegate the management of the activities of the Association to any person, persons, or committee however composed, if the activities and affairs of the Association shall be managed and all powers shall be exercised under the ultimate direction of the Board.

**SECTION 2. Specific Powers.** Without prejudice to the general powers, and subject to the same limitations, the Board of Board Members shall have the power to:

- (i) Select and remove all officers and contractors of the Association; and prescribe any powers and duties for them that are consistent with law and with these Bylaws;
- (ii) Create offices and committees not enumerated in these Bylaws and delegate the full extent of its power to them consistent with the law and the Bylaws, without amending the Bylaws.

**SECTION 3. Number, Tenure and Qualification.** Until changed by an amendment to these Bylaws, the Board of Board Members shall consist of a minimum of 3 to a maximum of 5 persons, the exact number to be fixed from time to time by a duly adopted resolution of the Board of Board Members. Only persons who live, work or own property within the boundaries as provided in Article II are qualified to serve as members of the Board: The Board Members shall hold office as follows until his successor shall have been elected and qualified, or until his earlier resignation, removal from office, or death.

Those Board Members who are appointed as President, Vice-President, Secretary and Communications Director (“Officer Members”) shall hold office for a term of three-years. The other Board Members (“Members at Large”) shall hold two-year terms. For purposes of the Association, the first term of the first Board created pursuant to these Bylaws will be deemed to have commenced on January 1, 2016 such that the Officer Members will serve until the January 2019 annual meeting and the Members at Large will serve until the January 2018 meeting.

**SECTION 5. Removal.** Any Board Member may be removed (a) with or without cause by vote of the holders of a Households to vote at an election of Board Members or (b) by a majority vote of the unaffected Board Members, but only for cause. Removal under any circumstances shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of a Board Member shall not of itself create contract rights.

**SECTION 6. Annual Meetings.** A regular meeting of the Board shall be held without other notice than these Bylaws, except as provided in Article III of these Bylaws, immediately after and at the same place as the Annual Meeting of Homeowners. The Board may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

**SECTION 7. Special Meetings.** Special meetings of the Board may be called by the by the President or by any two (2) Board Members. The person or persons authorized to call special meetings of the Board may fix the place for holding any special meeting of the Board called by him/them.

**SECTION 8. Notice.** Notice of any special meeting shall be given at least four (4) days before the meeting by electronic mail. Any Board Member may waive notice of any meeting, before or after the meeting in accordance with Article XI. The attendance of a Board Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Board Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

**SECTION 9. Quorum.** A majority of the number of Board Members fixed pursuant to Section 9 of this Article shall constitute a quorum for the transaction of business at any meeting of the Board. A majority of the Board Members present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Board Members who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Board Members.

**SECTION 10. Manner of Acting.** The act of the majority of the Board Members present at a meeting at which a quorum is present shall be the duly ratified act of the Board.

**SECTION 11. Vacancies.** Any vacancy occurring in the Board may be appointed by the other Board Members (by a majority) and such appointed Board Member shall hold office only until the next election of Board Members by the Homeowners, or until his earlier resignation, removal from office or death.

**SECTION 13. Action without a Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board individually or collectively consent in writing to that action. The written consent or consents shall be filed with the minutes of the proceedings of the Board. The action by written consent shall have the same force and effect as a unanimous vote of such Board Members.

**SECTION 14.** Attendance by Phone or Internet. A Board Member may attend any regular or special meeting via telephonic or web-based call-in. Said Board Member shall provide the Secretary with any contact or call-in information and directions at least twenty-four (24) hours before the notice time of the applicable meeting.

#### **ARTICLE IV. OFFICERS**

**SECTION 1.** Number and Qualifications. The officers of the Association shall be (1) a President, (2) a Vice-President, (3), a Secretary, (4) a Treasurer and (5) a Communications Director, each of whom shall be appointed by the Board. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board. Any two (2) or more offices may be held by the same person.

**SECTION 2.** Election and Term of Office. The officers of the Association shall be elected annually by the Board at the annual meeting of the Board held after each Annual Meeting of the Homeowners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his earlier resignation, removal from office or death.

**SECTION 3.** Removal. Any officer or agent elected or appointed by the Board may be removed by the Board with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

**SECTION 4.** Vacancies. A vacancy, however occurring, in any office may be filled by the Board for the unexpired portion of the term.

**SECTION 5.** President. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business affairs of the Association. The President, when present, preside at all meetings of the Homeowners and of the Board. The President (ii) may sign contracts or other instruments which the Board has authorized to be executed; (ii) shall

establish an agenda for each meeting which shall include all recommendations from committees of the Board, (iii) shall appoint a Board Member to chair each committee established by the Board (iv) shall represent the Association in all official meetings and dealings with outside parties; and (v) in general shall perform all duties as from time to time may be assigned to him by the Board.

**SECTION 6. Vice President.** If a Vice-President is elected or appointed, in the absence of the President or in the event of his death, inability or refusal to act, the Vice-President shall have 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-President shall be an ex-officio member of each committee and perform such other duties as from time to time may be assigned to him by the President or the Board.

**SECTION 7. Secretary.** The Secretary shall: (a) keep the minutes of all the meetings of the Homeowners and the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association (if any); (d) keep a register of the post office address of each Homeowner; (e) have general charge of the stock transfer books of the Association; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

**SECTION 8. Treasurer/Chief Financial Officer.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in the appropriate depository; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

**SECTION 9. Communications Director.** Shall be responsible for all official communications of the Association including notices of meetings, newsletters, telephone trees, website maintenance, social media channel maintenance and correspondence to outside parties.

**ARTICLE V. RESIGNATIONS & COMPENSATION**

**SECTION 1. Resignations.** Any Board Member or Officer of the Association may resign at any time by giving written notice to the Board, and if there are no Board Members then to all of the Homeowners. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the party or parties to whom notice is given hereunder.

**SECTION 2: Compensation.** No Board Member or Officer shall be entitled to any compensation by virtue of serving as on the Board or at the pleasure of the Board.

**ARTICLE VI. COMMITTEES**

**SECTION 1. Other Committees.** The Board may, by resolution or by operation of these Bylaws, create one or more other committees. Each committee shall be headed up by a Board Member, designated by the President, and shall solicit membership from the Homeowners at large. Homeowner may sign-up to voluntary serve on any committee via the website or written notice (by mail or e-mail) to the Secretary, or at any meeting. The Board may delegate the full extent of its powers to such other committees provided that such delegation is otherwise consistent with the law and the Bylaws. The Board hereby constitutes the following permanent committees:

- (1) Traffic
- (2) Public Safety
- (3) Disaster Preparedness
- (4) Block Party
- (5) Community Outreach (Note: each Block Captain will be deemed to be a member of the Community Outreach Committee).
- (6) City Relations.

**ARTICLE VII. LIMITATION OF LIABILITY**



To the greatest extent permissible by law, there shall be no personal liability to a third party for monetary damages on the part of a volunteer Board Member or volunteer Officer of the Association, caused by the Board Member 's or officer 's negligent act or omission in the performance of that person 's duties as a Board Member or officer.

#### **ARTICLE VIII. INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS**

**SECTION 1.** Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “Proceeding”), by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “Indemnitee”), whether the basis of such Proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director or officer and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in Section 3 of this Article with respect to Proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board of the Corporation.

**SECTION 2.** The right to indemnification conferred in Section 1 of this Article shall include the right to be paid by the Corporation the expenses incurred in defending any Proceeding for which such right to indemnification is applicable in advance of its final disposition (hereinafter an “Advancement of Expens-

es”); provided, however, that, (i) if the California General Corporation Law requires, an Advancement of Expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “Undertaking”), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “Final Adjudication”) that such Indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise and (ii) except for a Proceeding by the Indemnitee against the Corporation solely to enforce the Corporation’s indemnification or Advancement of Expenses obligations hereunder, the Corporation shall not be required to make an Advancement of Expenses pursuant to this Section 2 in any Proceeding by an Indemnitee against the Corporation or by the Corporation against an Indemnitee.

**SECTION 3.** The rights to indemnification and to the Advancement of Expenses conferred in Sections 1 and 2 of this Article shall be contract rights. If a claim under Sections 1 or 2 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be thirty (30) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an Advancement of Expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking the Corporation shall be entitled to recover such expenses upon a Final Adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in the California General Corporation Law. Neither the failure of the Corporation (including its Board, independent legal counsel, or its Shareholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in

the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the California General Corporation Law, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its Shareholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an Advancement of Expenses hereunder, or by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such Advancement of Expenses, under this Section or otherwise shall be on the Corporation.

**SECTION 4.** The rights to indemnification and to the Advancement of Expenses conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Articles of Incorporation, Bylaws, agreement, vote of Shareholders or disinterested Directors or otherwise.

**SECTION 5.** The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the California General Corporation Law.

**SECTION 6.** The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification, and to the Advancement of Expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Section with respect to the indemnification and Advancement of Expenses of directors and officers of the Corporation. The Corporation may also, to the extent authorized from time to time by the Board, grant such rights to indemnification, and to such Advancement of Expenses, to the directors, officers, employees or trustees of constituent corporations absorbed in a consolidation or merger as well as to persons serving in such capacity in a resulting or surviving corporation, so that any person who is or was a director, officer, employee, or trustee of such a constituent corporation or who, being or

having been such a director, officer, employee or trustee, is or was serving at the request of such constituent corporation as a director, officer, employee, trustee of another corporation, partnership, joint venture, trust or other enterprise might stand in the same position under the provisions of this Article X with respect to the resulting or surviving corporation as such person would if he or she had served the resulting or surviving corporation in the same capacity.

**SECTION 9. Insurance.** The Board of Board Members may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Association against any liability other than for violating provisions against self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether the Association would have the power to indemnify the agent against that liability under the provisions of this Section 9.

#### **ARTICLE IX. AMENDMENTS**

**SECTION 1. Amendments.** Bylaws may be adopted, amended, or repealed by majority of Board Members present at a meeting duly held at which a quorum is present or by unanimous written consent of the Board Members then in office.

#### **ARTICLE XI. WAIVER OF NOTICE**

Unless otherwise provided by law, whenever any notice is required to be given to any Homeowner or Board Member of the Association under the provisions of these Bylaws or under the provisions of the Bylaws, a waiver thereof in writing, or written consent as to the action to be taken for which the notice was given, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **ARTICLE XII. RULES OF ORDER**

Roberts' Rules of Order shall prescribe the rules of conduct for all meetings of the Association so far as not inconsistent with the laws of California or with these Bylaws.

#### **CERTIFICATE OF SECRETARY**

The undersigned, being the duly elected Secretary of the Association, a California unincorporated association, hereby certifies that the Bylaws were duly adopted by the Board and effective as of January 1, 2017.