

THIRD
RESTATED BYLASWS
OF
SUTTER TERRACE MOBILE HOMEOWNERS ASSOCIATION

CALIFORNIA GOVERNMENT CODE

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OF
SUTTER TERRACE MOBILE HOMEOWNERS ASSOCIATION**

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**THIRD RESTATED BYLAWS
OF
SUTTER TERRACE MOBILE HOMEOWNERS ASSOCIATION**

ARTICLE 1 NAME AND LOCATION

- 1.1 Name and Location. The name of the corporation is SUTTER TERRACE MOBILE HOMEOWNERS ASSOCIATION, which is hereinafter referred to as the "Association." The principal office of the Association shall be located in Amador County, California.

ARTICLE 2 DEFINITIONS

- 2.1 Declaration. "Declaration" means the Third Restated Declaration of Covenants, Conditions and Restrictions of Sutter Terrace Mobile Home Park, recorded on _____, 2010, as Instrument No. _____ in the Official Records of Amador County, California, as it may be amended.
- 2.2 Election Rules. "Election Rules" means the rules and procedures adopted and amended by the Board in conformance with California Civil Code Section 1363.03.
- 2.3 Other Definitions Incorporated by Reference. The terms defined in the Declaration shall have the same meaning when used herein unless the context clearly indicates a contrary intention.
- 2.4 Successor Statutes. Any reference in these Bylaws to a specific statute shall be deemed to be a reference to any comparable successor statute if such referred-to statute is subsequently amended or renumbered by the legislative body having such power.

ARTICLE 3 MEMBERSHIP AND VOTING

- 3.1 Membership. Membership in the Association shall include, and shall be limited to, all Owners of any Lot located within the Development.

Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon becoming the Owner of a Lot, each Owner shall automatically be a Member of the Association and shall remain a Member until such time as his or her Lot ownership ceases for any reason. Membership in the Association shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Lot to which it is appurtenant and then only to the transferee or mortgagee, as the case may be, of such Lot. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Lot, including a transfer upon the death of an Owner, Membership in the Association shall pass automatically to the transferee. The transferee shall provide the Association with a copy of the recorded deed within forty-five (45) days following the transfer of title.

- 3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. In the event more than one (1) person owns a given Lot, the vote for such Lot shall be exercised as the Owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If the joint Owners of a Lot are unable to agree among themselves as to how their vote or votes are to be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of the other Owners of that Lot. In addition, the following provisions apply to member voting:
- (1) Voting at Membership Meetings. Voting at any membership meeting may be by voice or ballot.
 - (2) Voting by Written Ballot. In addition to voting at a membership meeting, Members' votes may be solicited by written ballot in accordance with Section 4.10 of these Bylaws.
 - (3) Voting by Secret Ballot. If required by California law (including without limitation California Civil Code Section 1363.03), elections regarding: (a) Assessments; (b) selection of Directors; (c) removal of Directors; (d) amendments to the Governing Documents; and (e) grants of exclusive use of Common Area property pursuant to California Civil Code Section 1363.07 shall be conducted by secret ballot in accordance with the procedures set forth in California Civil Code Section 1363.03. The votes required by California Civil Code Section 1363.03 to be held using specific procedures shall be conducted in accordance with Election Rules adopted by the Board.

- 3.3 Delegation of Membership Rights. A Member who has sold his Lot to a contract purchaser shall be entitled to delegate to such contract purchaser his or her rights and privileges of membership in the Association and shall be deemed to have delegated to a contract purchaser who has assumed occupancy of the Member's Residence all rights of use and enjoyment of the Common Area. No delegation of any membership rights or privileges to a non-resident contract purchaser shall be binding, however, until the Board of Directors has been notified thereof in writing. Notwithstanding any delegation, until fee title to the Lot has been transferred of record, a contract seller shall remain liable for all assessments, fines, and other charges imposed by the Board and for compliance with the Governing Documents by all Residents of his or her Lot. Any Member who has leased or rented his or her Residence to another person or persons shall in all events be deemed to have delegated to his or her tenants all rights of use and enjoyment of the Common Area. It is the express purpose and intent of the provisions of this section to limit the right of use and enjoyment of the Common Area to Residents of the Development and their guests.
- 3.4 Record Date. The Board may fix a time not more than ninety (90) days and not less than ten (10) days preceding the date of any meeting of the Members as a record date for determining the Members entitled to notice of and to vote at any such meeting. If the Board sets a record date, only those persons or entities identified as Members in the records of the Association on the date so fixed shall be entitled to notice of and to vote at such meeting. In the event no such record date is fixed by the Board, the record date for the determination of Members entitled to notice of and to vote at any meeting shall be the thirtieth (30th) day preceding the date of the meeting as of 8:00 a.m. on such day.

ARTICLE 4 MEETINGS OF MEMBERS

- 4.1 Annual Meeting. The annual meeting of Members shall be held once a year or as determined by the Board on a date, time and place as determined by the Board.
- 4.2 Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board or pursuant to the written request of Members entitled to cast at least five percent (5%) of the total voting power of the Membership.
- 4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or other person

authorized to call a meeting, by mailing a copy of such notice, postage prepaid, or by otherwise causing delivery of such notice to be made, at least ten (10) but not more than ninety (90) days before such meeting, to each Member entitled to vote at such meeting, such notice to be addressed or otherwise delivered to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice; provided, however, that in the case of a special meeting called pursuant to a written request of Members as provided in Section 4.2 of these Bylaws, notice of such special meeting shall be mailed or otherwise delivered within twenty (20) days after receipt of such written request by the Board, and the date of such special meeting shall be set by the Board and shall be not sooner than thirty-five (35) days nor later than ninety (90) days after the date of the Board's receipt of such written request. Notice of any meeting of Members shall specify the date, hour, and place of the meeting, and the general nature of those matters which the Board intends to present for action by the Members. Notwithstanding the foregoing, any proper matter may be presented at the meeting for action by the Members.

- 4.4 Conduct of Meetings. All meetings of Members shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt.
- 4.5 Place of Meetings. Annual and special meetings shall be held at a location within the Development, provided that the Board may designate, by resolution, a convenient place located as close as reasonably practicable to the Development.
- 4.6 Quorum. The presence at any meeting, in person or by proxy, of Members entitled to cast at least a majority of the votes of all the Members shall constitute a quorum for the transaction of any business, except as otherwise provided in the Governing Documents. If, however, such quorum shall not be present or represented at any meeting, the Members otherwise entitled to vote at that meeting shall have power to adjourn the meeting from time to time, to be reconvened on a date not more than forty five (45) days from the date of the adjourned meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At the continuation of any meeting so adjourned, the presence in person or by proxy of Members entitled to cast at least one-third (1/3) of the votes of all of the Members shall constitute a quorum.
- 4.7 Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary. Every proxy shall be revocable. Any proxy duly executed is not revoked and continues in full force and effect until an

instrument revoking it or a duly-executed proxy bearing a later date is filed with the Secretary of the Association; except that no proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specified therein the length of time for which such proxy is to continue in force, which in no case shall exceed three (3) years from the date of its execution; and provided further that a proxy shall automatically cease upon conveyance by the Member of his or her Lot, or upon receipt of notice by the Secretary of the death or judicially-declared incompetence of such Member.

- 4.8 Vote of the Members. If a quorum is present, in person or by proxy, the affirmative vote of a majority of the voting power so present and voting on any matter shall constitute the act of the Members, unless the approval of a greater number or proportion of Members is required by any provision of the Governing Documents or of law.
- 4.9 Adjournment. Whether or not a quorum is present, any meeting of Members may be adjourned from time to time to be reconvened on a later date, by the vote of a majority of the Members present in person or by proxy at such meeting; however, in the absence of a quorum, no business other than adjournment may be transacted.
- 4.10 Action Without A Meeting.
- 4.10.1 Any action, other than the election of Directors, which may be taken at a regular or special meeting, may be taken without a meeting of Members, if the Association distributes a written ballot to every Member entitled to vote. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association, which shall be a date not earlier than thirty (30) days after distribution of the written ballot to the Members.
- 4.10.2 Approval by written ballot shall be valid only when the number of votes cast equals or exceeds the quorum that would be required if the action were taken at a meeting, and the number of approvals equals or exceeds the number of votes that would be required to approve the action if it were taken at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- 4.10.3 The ballot solicitation shall identify both the number of responses needed to meet the quorum requirement and

the percentage and/or number of approvals necessary to pass the measure submitted and shall specify the time by which the ballot must be received by the Association in order to be counted.

ARTICLE 5 BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

- 5.1 Number and Qualification of Directors. The affairs of this Association shall be managed by or under the direction of a board of five (5) Directors. Only persons who are Members in Good Standing shall be eligible to be elected to the Board.
- 5.2 Election and Term of Office. At annual meetings of the Association, the Members shall, in alternate years, elect three (3) Directors on the uneven numbered years and two (2) Directors on the even numbered years, for terms of two (2) years each. Each Director shall serve until the expiration of his or her term and thereafter until a successor is elected, or until the earlier disqualification, death, resignation, or removal of such Director.
- 5.3 Removal. Any Director may be removed from the Board, with or without cause, by the vote of a majority of the Members voting at a meeting or by written ballot, provided the number of Members voting shall be sufficient to constitute a quorum. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of his or her term of office.
- 5.4 Compensation. No Director shall receive compensation for any service he or she may render to the Association as a Director. However, upon approval by the Board, any Director may be reimbursed for his or her expenses actually incurred in the performance of his or her duties.
- 5.5 Vacancies. A vacancy shall exist on the Board in the event of the death, resignation, or removal of any Director, or if the authorized number of Directors is increased, or if the Members fail to elect the full authorized number of Directors. A reduction in the authorized number of Directors shall not cause removal of a Director prior to the expiration of his or her term. The Board shall have the right to declare the office of a Director vacant if the Director is found by a court of competent jurisdiction to be of unsound mind or is convicted of a felony; if within sixty (60) days after receiving notice of election, he or she fails to accept such office, either in writing or by attending a meeting as a Director; or if he or she is absent from three (3) consecutive regular Board meetings.

- 5.6 Filling Vacancies. Any vacancy occurring on the Board may be filled by a vote of the majority of the remaining Directors, though they are less than a quorum of the Board, or by a sole remaining Director. A Director so chosen shall serve the remainder of the term of office of the Director whom he or she replaces. The Members may elect a Director at any time to fill any vacancy not filled by the Directors. If the Board accepts the resignation of a Director tendered to take effect at a future time, the Board or, if the Board fails to act, the Members may elect a successor to take office when the resignation becomes effective.

ARTICLE 6 NOMINATION AND ELECTION OF DIRECTORS

- 6.1 Nomination. Nomination for election to the Board may only be made by self nomination in accordance with the Election Rules.
- 6.2 Election. At each election of Directors, the Members may cast, in respect to each position on the Board to be filled, one vote for each Lot owned. The persons receiving the largest number of votes shall be elected. The method for voting for Directors shall be as set forth in Section 3.2 of these Bylaws.

ARTICLE 7 MEETINGS OF DIRECTORS

- 7.1 Organizational Meetings. Within thirty (30) days after each annual meeting of Members, the Board shall hold a meeting for the purpose of organization, election of officers, and transaction of other business, as appropriate.
- 7.2 Regular Meetings. Regular Board meetings shall be held monthly without notice to the Directors, at a place within the Development and on a day and at a time as fixed from time to time by resolution of the Board or, upon proper notice which conforms to the provisions of Section 7.4 of these Bylaws, at another place, day, and time as set forth in such notice. Should the date for any meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- 7.3 Special Meetings. Special Board meetings shall be held when called by the President of the Association or by any two Directors.
- 7.4 Notice to Directors. Except as otherwise provided in Section 7.2 of these Bylaws, special meetings of the Board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice

delivered personally or by telephone, including a voice messaging system or by electronic transmission by the Association, to each Director; provided that, notice of a meeting need not be given to a Director who provided a waiver of notice or consent to holding the meeting, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Director. Any such waivers, consents, and approvals shall be filed with the Association's records or made a part of the minutes of the meetings.

- 7.5 Notice to Members. Except for "emergency meetings" (as defined in California Civil Code Section 1363.05(g)) and executive sessions, at least four (4) days prior written notice of the date, time, and place of each regular or special Board meeting shall be given to Members by posting the notice in a prominent place or places within the Common Area and by mailing the same to any Owner who has requested notification of Board meetings by mail at the address requested by the Owner. Notice of Board meetings may also be given to Members by: (a) mail or delivery to each Residence; (b) newsletter; or (c) other means of communication reasonably designed to provide prior actual notice of such meeting. The notice shall contain the agenda for the meeting, and if applicable, as provided further in Section 8.2.5 of these Bylaws, notice of the Board's intent to consider a transfer of moneys from the Association's reserve fund to the general operating fund to meet short-term cashflow requirements or other expenses.
- 7.6 Open Meeting. Regular and special Board meetings shall be open to all Members of the Association, except when the Board meets in executive session pursuant to Section 7.7, below. A reasonable time limit for all Members to speak to the Board shall be established by the Board, which may limit Member commentary to a specific portion of the meeting.
- 7.7 Executive Session. The Board may meet in executive session to confer with legal counsel or to consider personnel matters, Member discipline, litigation in which the Association is or may become involved, and matters that relate to the formation of contracts between the Association and others. In any matter relating to the discipline of a Member, the Board shall meet in executive session if requested to do so by that Member, and that Member and any other person whose participation is, in the judgment of the Board, necessary or appropriate shall be entitled to attend the executive session. The Board shall also, at a Member's request, meet in executive session with such Member to discuss the Member's request to pay unpaid Assessments pursuant to a payment plan. Notwithstanding the preceding, the Board shall not in any way be obligated to accept or agree to any such payment plan. Any matter discussed in executive

session shall be generally noted in the minutes of the immediately following meeting that is open to the entire membership.

- 7.8 Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. Any action taken pursuant to the approval of a **majority** of the Directors shall be as valid as though taken at a meeting duly held after regular call and notice if, either before or after the action, every Director signs a written waiver of notice, approval of minutes of the meeting, or consent to the action so taken. All such waivers, approvals, and consents shall be filed with the official records and minutes of the proceedings of the Board.
- 7.9 Action Taken Without a Meeting. To the fullest extent permitted by law, the Directors shall have the right to take any action without a meeting, which they could take at a meeting, by obtaining the **unanimous** written approval of all the Directors of such action. Any action so approved shall have the same effect as though taken at a duly-called and noticed meeting of the Directors and such unanimous written approval shall be filed in the official minutes of the Board.
- 7.10 Minutes of Meetings of Directors. Within thirty (30) days after the date of any Board meeting, the Board shall make available to the Members either (i) the minutes of that meeting as adopted by the Board, (ii) those minutes as proposed for adoption which shall be marked to indicate draft status, or (iii) a summary of the minutes. Any matter discussed in an executive session shall be generally noted in the minutes of the Board and separate minutes of such executive session shall not otherwise be required. Copies of the minutes, proposed minutes, or summary of minutes shall be provided to any Member of the Association upon request and upon reimbursement of the Association's costs in providing such copies. Members of the Association shall be notified annually in writing either at the time that the pro forma budget required under California Civil Code Section 1365 is distributed or at the time of any other general mailing to the entire membership of the Association of their right to obtain copies of the minutes of Board meetings and how and where those minutes may be obtained.
- 7.11 Electronic Participation. Directors may participate in Board meetings through the use of conference telephone, electronic video screen communication, or electronic transmission by and to the Association, in accordance with California Corporations Code Section 7211(a)(6).

ARTICLE 8 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers. In addition to such other powers as may be expressly set forth in the Governing Documents or provided by law, the Board shall have the power to:

8.1.1 Rules and Regulations. Adopt, publish, amend, repeal, and enforce rules and regulations governing the administration, management, operation, use, and occupancy of the Development, including the use of the Common Area and facilities, the personal conduct of the Members and their tenants and guests within the Development, and any other matter which is within the jurisdiction of the Association;

8.1.2 Determination of Good Standing. Determine, after notice to the Member and an opportunity for a hearing by the Board, that a Member is not a Member in Good Standing during any period in which the Member is in default in the payment of any assessment, fine, or other charge levied by the Board or is in violation of any provision of the Governing Documents; however, a Member shall not be denied any privileges of membership except upon an explicit finding by the Board, after notice and an opportunity for a hearing, that a Member is not a Member in Good Standing for specified reasons. A Member found by the Board to be not a Member in Good Standing shall be deemed to continue in that status until the Board shall make a determination, either upon the Board's own initiative or upon the request of the Member, that such Member is, once again, a Member in Good Standing of the Association;

8.1.3 Fines and Penalties. Establish and impose monetary penalties (fines), in accordance with a schedule of monetary penalties that shall be adopted by the Board and distributed to all Members in accordance with California Civil Code Section 1363(g), suspend the voting or other membership rights and privileges of a Member or the Member's tenant, including the right to use the recreational facilities during any period in which such Member shall be in default in the payment of any assessment, fine, or other charge levied by the Association, and/or for any infraction of the Governing Documents; provided, however, that such monetary fine, suspension, or other penalty shall be effective only after a written notice of hearing to the affected Member in accordance with California Civil Code Section 1363(h). In the case of a continuing violation where a Member fails to cease or remedy a violation after notice from the Board to do so, the Board may deem such continuing violation to constitute two or more separate and distinct violations of the same Governing Document provision and may impose separate and

successive sanctions for each such violation; however, the Board shall not treat any such continuing violation as a separate and distinct violation and impose a separate sanction therefor more than once during any thirty (30) day period.

It is the intent and purpose of this provision to authorize and empower the Board in exercise of its discretion to impose a monetary fine or other sanction against a Member for a continuing violation of the same Governing Document provision once during each successive thirty (30) day period, provided that each time the Board decides to impose a sanction, it shall provide the affected Owner with notice and an opportunity to be heard by the Board prior to the effective date of any such sanction. The Board may limit the scope of such hearing to facts and circumstances occurring subsequent to the previous Board hearing relating to the subject continuing violation;

8.1.4 Manager. Engage the services of a manager or management company as either an employee or an independent contractor, and engage such other employees or independent contractors as the Board may deem necessary, and to prescribe their duties (however, any decision by the Board to change from self-management to professional management, or from professional management to self management, requires the affirmative vote or written consent of a majority of the Members voting on such matter, provided that the number of Members voting thereon shall be sufficient to constitute a quorum);

8.1.5 Professional Advisors. Consult with, seek the advice of, and reasonably rely on the advice of attorneys, accountants, and other professionals in carrying out its authority and responsibility under the Governing Documents and the law, and to pay for such professional services;

8.1.6 Entry for Repairs. Enter a Lot, when necessary, in connection with maintenance, repair, or replacement for which the Association is responsible or which it is authorized to perform, provided that the Board shall provide the Lot Owner with reasonable prior notice, except that in the case of a bona fide emergency, notice shall be given as the exigencies of the situation reasonably permit;

8.1.7 Property Taxes. Pay all real property taxes and assessments levied upon any property within the Development to the extent not separately assessed to the Owners. Provided that any such taxes are paid or that a bond insuring the payment is posted, such taxes and assessments may be contested or compromised by the Association prior to the sale or other disposition of any property to satisfy the payment of such taxes;

8.1.8 Mergers. To the extent permitted by law, participate in mergers and consolidations with other nonprofit organizations organized for the same purposes as this Association, provided that any such merger or consolidation shall be approved by the affirmative vote or written consent of at least two-thirds (2/3) of the total voting power of the Association;

8.1.9 Association Property. Subject to any applicable provisions set forth in the Declaration, including any required approval of Members, acquire, own, hold, convey, transfer, dedicate, or otherwise dispose of real or personal property consistent with the purposes and powers of the Association and the management, administration, and operation of the Development or the business and affairs of the Association, and grant and convey easements, licenses, and rights of way in, over, upon, or under the Common Area;

8.1.10 Indemnification of Agents. Indemnify and hold harmless, to the maximum extent permitted by California law, each person who is or at any time was a director, officer, employee, or agent of the Association or member of any committee appointed by the Board from and against any and all claims, liabilities, expenses, judgments, fines, settlements, and other amounts, as those terms are defined by California law, actually and reasonably incurred by any such person, and to which any such person shall become subject by reason of his or her being a director, officer, employee, or agent of the Association or member of any committee appointed by the Board;

8.1.11 Bank Accounts, Borrowing. Open bank accounts, designate signatories upon such bank accounts, and borrow money on behalf of the Association, subject to any restrictions set forth in the Governing Documents; and

8.1.12 Other Powers and Duties. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of the Governing Documents, and undertake any action on behalf of the Association as the Board shall deem necessary or proper in furtherance of the purposes and powers of the Association and/or the interests of the Association and its Members.

8.2 Duties.

8.2.1 Records and Minutes. The Board shall cause to be kept a complete record of all its acts and the corporate affairs, including an accurate and current record of the Members setting forth their names and addresses, a current record of the age of the oldest resident in each household and how the age was verified, adequate and correct

books and records of account, and minutes of the proceedings of the Members, the Board, and committees of the Board, and to present a statement thereof to the Members at the annual meeting of the Members;

8.2.2 Inventory. The Board shall cause an annual inventory of the Association's property to be taken and kept on file in the Association's office.

8.2.3 Pro Forma Budget. If required by California Civil Code Section 1365(a), (b) and (d), and California Civil Code Section 1365.2.5(b)(3), the following shall apply:

The Board shall prepare and distribute to the Members annually, not less than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, a pro forma operating budget which shall include all of the following and which shall be accompanied by the form specified in California Civil Code section 1365.2.5(a):

- (1) The estimated revenue and expenses on an accrual basis;
- (2) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to California Civil Code Section 1365.5, based only on assets held in cash or cash equivalents which shall be printed in boldface type and shall include all of the following:
 - A. The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component.
 - B. As of the end of the fiscal year for which the study is prepared:
 - (i) The current estimate of the amount of cash reserves necessary to repair, replace, restore or maintain major components.
 - (ii) The current amount of accumulated cash reserves actually set aside to repair, replace, restore or maintain major components.

(iii) If applicable, the amount of funds received from either a compensatory damage award or settlement to the Association from any person or entity for injuries to property, real or personal, arising out of any construction or design defects, and the expenditure or disposition of funds, including the amounts expended for the direct and indirect costs of repair of construction or design defects. These amounts shall be reported at the end of the fiscal year for which the study is prepared as separate line items under cash reserves pursuant to clause (ii). Instead of complying with the requirements set forth in this clause, if the Association is obligated to issue a review of its financial statement pursuant to California Civil Code Section 1365(c), it may include in that review a statement containing all of the information required by this clause.

- C. The percentage that the amount determined for purposes Section 8.2.3(2)B(ii), above, equals the amount determined for purposes of Section 8.2.3(2)B(i), above.
- D. The current deficiency, if any, in reserve funding expressed on a per unit basis, calculated in accordance with California Civil Code section 1365(a)(2)(D).

(3) A statement as to all of the following:

- A. Whether the Board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of thirty (30) years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.
- B. Whether the Board, consistent with the reserve funding plan adopted pursuant to California Civil Code section 1365.5(e), has determined or anticipates that the levy of one or more Special Assessments will be required to repair, replace,

or restore any major component or to provide adequate reserves therefor. If so, the statement shall also set out the estimated amount, commencement date, and duration of the Assessment.

- C. The mechanism or mechanisms by which the Board will fund reserves to repair or replace major components, including Assessments, borrowing, use of other assets, deferral of selected replacement or repairs, or alternative mechanisms
 - D. Whether the Association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.
- (4) A general statement addressing the procedures used for the calculation and establishment of reserves to defray the future repair, replacement, or additions to those major components that the Association is obligated to maintain. The report shall include, but need not be limited to, reserve calculations made using the formula described in California Civil Code section 1365.2.5(b)(4), and may not assume a rate of return on cash reserves in excess of 2% above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.

The summary of the Association's reserves disclosed pursuant to Section 8.2.3(2) shall not be admissible in evidence to show improper financial management of the Association, provided that other relevant and competent evidence of the financial condition of the Association is not made inadmissible by this provision.

- (5) A summary of the reserve funding plan adopted by the Board, as specified in California Civil Code Section 1365.5(e)(5). The summary shall include notice to members that the full reserve study plan is available upon request. The Association shall provide the full reserve plan to any member upon request.

Instead of the distribution of the pro forma operating budget, the Board may distribute a summary of such budget (which must be

accompanied by the form specified in California Civil Code section 1365.2.5(a)) to all Members together with a written notice that the pro forma operating budget is available at the business office of the Association or at another suitable location within the boundaries of the Development and that copies will be provided to a Member upon a Member's request and at the expense of the Association. If any Member so requests, the Association shall provide a copy of the pro forma operating budget to such Member by first-class United States mail, and such copy shall be delivered within five days of such request. The written notice that is distributed to each Member shall be in at least 10-point boldface type on the front page of the summary of the budget.

8.2.4 Reserve Study. If required by California Civil Code Section 1365.5(e), the following shall apply:

The Board shall, at least once every three years, cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components which the Association is obligated to repair, replace, restore or maintain as part of a study of the reserve account requirements of the Development if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the Association which excludes the Association's reserve account for that period. The reserve study shall include those items set forth in California Civil Code Section 1365.5(e)(1), (2), (3), (4) and (5). The Board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

8.2.5 Reserve Funds. If required by California Civil Code Section 1365.5(c) and (d), the following shall apply:

The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement or maintenance of, or litigation involving the repair, restoration, replacement or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established. Notwithstanding the foregoing, the Board may authorize the temporary transfer of moneys from a reserve fund to the Association's general operating fund to meet short-term cash flow requirements or other expenses, if the Board has provided notice of the intent to consider the transfer in a notice of meeting, which shall be provided as specified in California Civil Code Section 1363.05. The notice shall include the reasons the transfer is needed, some of the options for repayment, and whether a Special Assessment may be considered. If the Board authorizes

the transfer, the Board shall issue a written finding recorded in the Board's minutes, explaining the reasons that the transfer is needed, and describing when and how the moneys will be repaid to the reserve fund.

The transferred funds shall be restored to the reserve fund within one year of the date of the initial transfer, except that the Board may, after giving the same notice required for considering a transfer, and upon making a finding supported by documentation that a temporary delay would be in the best interests of the Development, temporarily delay the restoration of funds. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by this section. This Special Assessment is subject to the limitation imposed by California Civil Code Section 1366. The Board may, at its discretion, extend the date the payment on the Special Assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of an unpaid Special Assessment.

When the decision is made to use reserve funds or to temporarily transfer moneys from the reserve fund to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members pursuant to California Corporations Code Section 5016, and of the availability of an accounting of those expenses. The Association shall make an accounting of the expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by Members at the Association's business office.

8.2.6 Review of Accounts. If required by California Civil Code Section 1365.5(a) and (f), the following shall apply:

The Board shall review the Association's operating and reserve accounts as follows:

- (1) Review a current reconciliation of the Association's operating accounts on at least a quarterly basis;
- (2) Review a current reconciliation of the Association's reserve accounts on at least a quarterly basis;
- (3) Review, on at least a quarterly basis, the current year's actual reserve revenues and expenses compared to the current year's budget;

- (4) Review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts; and
- (5) Review an income and expense statement for the Association's operating and reserve accounts on at least a quarterly basis.

As used in this section, the term "reserve accounts" shall mean both (i) moneys that the Board has identified for use to defray the future repair or replacement of, or additions to, those major components which the Association is obligated to maintain and (ii) the funds received and not yet expended or disposed from either a compensatory damage award or settlement to the Association from any person or entity for injuries to property, real or personal, arising from any construction or design defects. The funds described in (ii), above, shall be separately itemized from funds described in (i), above.

8.2.7 Review of Annual Financial Statement. If required by California Civil Code Section 1365(c), the following shall apply:

The Board shall, for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00), distribute to all Members of the Association within one hundred twenty (120) days after the close of such fiscal year a review of the financial statement of the Association prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

8.2.8 Other Annual Notifications to Members. The Board shall, if required by law, distribute to the Members annually, not less than 30 days or more than 90 days before the beginning of the fiscal year, (i) a statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of Assessments [California Civil Code Section 1365(e)], (ii) a summary of the Association's insurance coverage [California Civil Code Section 1365(f)(1) through (f)(4)], (iii) a copy of the procedures applicable to imposition of a fine or other monetary penalty, suspension of a Member's rights and privileges or other sanction [California Civil Code Section 1363(g)], (iv) a summary of the statutory provisions relating to employing alternative dispute resolution procedures in certain matters related to enforcement of the governing documents [California Civil Code Section 1369.590], (v) a description of the Association's internal dispute resolution procedure [California Civil Code Section 1363.830] or, if the Association has not adopted a procedure, then a description of the procedure set forth in California Civil Code Section 1363.840 and (vi) a statement explaining the

Members' right to obtain copies of the minutes of Board meetings [California Civil Code Section 1363.05(e)].

8.2.9 Supervision. Supervise all officers, agents, and employees of the Association, and see that their duties are properly performed;

8.2.10 Notice of Assessments. As more fully provided in the Declaration, (i) send written notice to each Owner in advance of each fiscal year of the regular assessment levied against his or her Lot for that fiscal year; and (ii) collect assessments levied by the Association by foreclosing the lien against any property for which assessments are not paid as required in the Declaration and/or by bringing an action at law against the Owner personally obligated to pay the same;

8.2.11 Certificate of Payment of Assessments. Issue, or cause an appropriate officer to issue, upon demand by any proper person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

8.2.12 Insurance. Procure and maintain adequate casualty, liability and other insurance on property owned by the Association, and other appropriate insurance, as follows:

- (1) fire insurance covering the full insurable replacement value of the Common Area with extended coverage, in the name of the Association for the benefit of all Owners;
- (2) liability insurance insuring the Association against any liability to the public or to any Owner, their invitees or tenants incident to their occupancy and/or use of the Common Area, with limits of liability to be set by the Board but in no event less than those set forth in California Civil Code Section 1365.7, such limits and coverage to be reviewed at least annually by the Board and increased or decreased in its discretion;
- (3) workers' compensation insurance to the extent necessary to comply with any applicable laws;
- (4) standard fidelity bond covering all Directors and Officers of the Association and other employees of the Association in an amount which shall be determined by the Board;

- (4) directors' and officers' liability insurance; and
- (5) any other insurance deemed necessary or prudent by the Board, including, without limitation, earthquake and flood insurance.

The premiums for any insurance obtained by the Association shall be a common expense of the Association and shall be paid for out of the operating fund of the Association; provided however, that the amount of any deductible relating to any insurance obtained by the Association shall be borne by the Owner or Owners of any property affected by any loss covered by such insurance.

8.2.13 Enforcement of Governing Documents. Enforce the provisions of the Governing Documents, as more particularly set forth in the Declaration, and perform all acts required of the Board under the Governing Documents or required by law.

ARTICLE 9 OFFICERS AND THEIR DUTIES

- 9.1 Enumeration of Offices. The officers of this Association shall be a President and Vice-President, a Secretary, and a Chief Financial Officer, who shall at all times be members of the Board, and such other officers as the Board may, from time to time, by resolution appoint.
- 9.2 Election of Officers. The election of officers shall take place at the first Board meeting, following each annual meeting of the Members.
- 9.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he or she shall sooner resign, be removed by the Board, or otherwise be disqualified to serve.
- 9.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

- 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces, subject to the Board's right to remove an officer.
- 9.7 Multiple Offices. The offices of Secretary and Chief Financial Officer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 9.4 of this article.
- 9.8 President. The President shall be the chief executive officer of the Association and shall, subject to control of the Board, have general supervision, direction, and control of the affairs and the other officers and the employees and agents of the Association. The President shall preside at all meetings of the Members and at all Board meetings, shall have the general powers and duties of management usually vested in the office of the President of an Association, shall sign all leases, mortgages, deeds, and other written instruments, shall co-sign checks and promissory notes, and shall have such other powers and duties as may be prescribed by the Board and the Bylaws, subject, however, to any limitations contained in the Declaration.
- 9.9 Vice-President. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting, shall have all of the powers of, and be subject to all of the restrictions upon, the President. The Vice-President shall have such other powers and perform such other duties as, from time to time, may be prescribed by the Board.
- 9.10 Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may prescribe, a current register showing names of Members and their addresses; and current register of all residents of each household and their addresses; age of oldest resident in each household and how the age was verified; a book of minutes of all meetings of Directors, Members, and Committees of the Board setting forth the time and place of holding of such meetings; whether regular or special, and if special, how authorized; the notice thereof given; the names of those present at Directors or Committee meetings; the number of memberships and votes present or represented at Members meetings; and all the proceedings thereof. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by the Bylaws or by law to be given and shall maintain a proper record

of the giving of such notice, and shall keep the books, records, and documents of the Association in safe custody. The Secretary may co-sign all checks and promissory notes of the Association and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

- 9.11 Chief Financial Officer. The Chief Financial Officer shall be responsible for the receipt and deposit in appropriate accounts of all monies of the Association and shall cause disbursement of such funds as directed by resolution of the Board; may co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual review of the Association's books and financial statements to be made by a public accountant at the completion of any fiscal year for which such review is required by law or as determined by the Board; shall assist the Board in preparation of an annual budget and a statement of income and expenditures to be presented to the Members of the Association as provided by law; and shall have such other powers and perform such other duties as may be prescribed by the Board.

ARTICLE 10 COMMITTEES

- 10.1 Committees. The Board shall appoint an Architectural Committee as provided in the Declaration. In addition, the Board may appoint such other committees, including "committees of the Board" as referred to in California Corporations Code Section 7212, as it deems appropriate in carrying out the powers and purposes of the Association. Each committee of the Board, as referred to in California Corporations Code Section 7212, shall consist of at least two (2) Directors and shall have such powers and duties as the Board shall determine, subject to the limitations of California Corporations Code Section 7212.

ARTICLE 11 BOOKS, RECORDS AND FUNDS

- 11.1 Members' Right to Inspect Books and Records. The Association shall keep in its principal office for the transaction of business or at such other place as the Board shall prescribe, all records of the Association required under California Civil Code Section 1365.2, which shall be made available for inspection and copying by any Member of the Association, or by any Member's duly-appointed representative, at any reasonable time and for a purpose reasonably related to its interest as a Member and subject to the conditions set forth in

California Civil Code Section 1365.2. The Board shall be entitled to establish reasonable rules with respect to:

- (1) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (2) Hours and days of the week when such an inspection may be made; and
- (3) Payment of the costs of reproducing copies of documents requested.

11.2 Directors' Right to Inspect Books and Records. Except as otherwise limited by law, every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association. The right of inspection by a Director shall include the right at the Director's expense to make extracts and copies of documents.

11.3 Contracts. The Board may, by resolution, authorize any officer or officers to enter into any contract in the name of, or on behalf of, the Association. Unless expressly authorized by resolution of the Board, no officer shall have any power or authority to bind the Association by any contract or agreement, or to pledge the credit of the Association, or to render the Association liable for any purpose or on any account. No contract with any person or entity to supply or furnish the Association with goods or services shall be for a term in excess of one (1) year, except upon the prior affirmative vote or written consent of a majority of the Members; provided, however, that the foregoing shall not apply to (i) a contract with a public utility company, if the rates charged for the materials or services to be furnished are regulated by the California Public Utilities Commission, the term of which contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; (ii) prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration, which policy or policies shall permit short rate cancellation by the insured; and (iii) lease agreements for laundry fixtures and equipment not to exceed five (5) years' duration.

11.4 Checks, Drafts, and Evidences of Indebtedness. All checks, drafts, or other orders for payment of money, or notes or other evidences of indebtedness issued in the name of, or payable to, the Association shall be signed or endorsed by any two officers or Directors of the Association, and in the manner as specified by the Board; provided, however, that the signatures of at least two (2) persons who shall be members of the Board or one (1) member of the Board and one (1)

officer who is not a member of the Board shall be required for the withdrawal of funds from the Association's reserve account.

- 11.5 Funds and Deposits. Any funds of the Association shall be deposited to the credit of the Association in such banks or other depositories as the Board shall, from time to time, determine.
- 11.6 Fiscal Year. The fiscal year of the Association shall be as determined by resolution of the Board.

ARTICLE 12 AMENDMENTS

- 12.1 Procedure. These Bylaws may be amended by the affirmative vote of Members representing at least a majority of the total voting power of the Association. Any amendment of the Bylaws shall be signed and acknowledged by the duly authorized officer(s) of the Association.
- 12.2 Amendments to Comply With Statutory Requirements. Notwithstanding the foregoing, amendments to the Bylaws made solely for the purpose of complying with statutory changes in California law may be approved by the Board.

ARTICLE 13 MISCELLANEOUS

- 13.1 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**CERTIFICATE OF ADOPTION
OF
THIRD RESTATED BYLAWS
OF
SUTTER TERRACE MOBILE HOMEOWNERS ASSOCIATION**

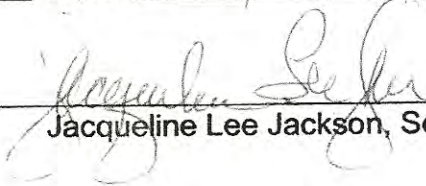
I, the undersigned, hereby certify that:

I am the Secretary of Sutter Terrace Mobile Homeowners Association.

The preceding Third Restated Bylaws of Sutter Terrace Mobile Homeowners Association were duly approved on May 18, 2010 by the required vote of the Members of Sutter Terrace Mobile Homeowners Association.

The preceding Third Restated Bylaws now constitute the bylaws of Sutter Terrace Mobile Homeowners Association.

Executed this 21st day of May, 2010.



Jacqueline Lee Jackson, Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Amador

On MAY 21, 2010 before me, Kristie M. Freitas, Notary Public,
(Here insert name and title of the officer)

personally appeared Jacqueline Lee Jackson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kristie M. Freitas
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Certificate of Adoption of 3rd Restated bylaws of Sutter Tenace
(Title or description of attached document)
Mobile Home Owners Assoc.
(Title or description of attached document continued)
 Number of Pages 25 Document Date 5-21-10
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other secretary, president

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document