

BYLAWSOFJAMACHA GREENS HOMEOWNERS ASSOCIATIONARTICLE IPLAN OF CONDOMINIUM OWNERSHIP

Section 1. Name. The name of the corporation is JAMACHA GREENS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in San Diego County, California.

Section 2. Apartment Ownership. The project is located on real property situated in the City of El Cajon, County of San Diego, State of California, described as Lots 1 through 6, inclusive, of Jamacha Greens, according to the official plat thereof, filed in the Office of the Recorder of San Diego County, on November 19, 1971, as Map No. 7121.

Section 3. Bylaws Applicability. The provisions of these Bylaws are applicable to the project. (The term "Project" as used herein shall include the land and all structures and improvements thereon.)

Section 4. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws and to the Regulatory Agreement, attached as Exhibit "C" to the recorded or to be recorded

Declaration of Restrictions -- (Enabling Declaration Establishing a Plan for Condominium Ownership) applicable to the property or any portion thereof, and as the same may be amended from time to time as therein provided, (the "Declaration" herein).

ARTICLE II

MEMBERS, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Members and Voting. Each owner of a condominium unit in said Project shall be a member of this Association and each such member shall have one (1) vote for each condominium unit so owned. The transfer of title to any such condominium unit shall automatically transfer the membership in this Association appurtenant thereto. Each owner may cumulate his votes for the election of or removal of Directors.

Section 2. Majority of Owners. As used in these Bylaws the term "majority of owners" shall mean those owners holding 51% of the votes then entitled to vote.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article

shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting, and each proxy shall specify the matters concerning which it is granting authority to vote and what such vote in question shall be.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the condominiums will constitute the Association of owners which will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of a management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting shall be held after ninety (90) units have been sold or within one year after the sale of the first lot or unit in the project, whichever occurs first. Thereafter, the annual meetings of the Association shall be held on the second Wednesday

of September each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 6 or Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meeting. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least seven but not more than fifteen days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

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Section 6. Adjourned Meetings. If any meeting of owners is unable to conduct business because a quorum is not present, then the owners who are present at such meeting, either in person or by proxy, shall have the power to call another meeting at a time not less than 48 hours from the time the meeting in question was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:
(a) roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of Minutes of preceding meeting; (d) reports of officers; (e) Report of committees; (f) election of inspectors of election; (g) election of directors; (h) unfinished business; and (i) new business.

Section 8. Action Without Meeting. Any action, which under the provisions of the California Corporations Code may be taken at a meeting of the owners, may be taken without a meeting if authorized by a writing signed by all of the owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five persons, all of whom must be owners of condominiums in the project, except the first directors.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

The Board of Directors shall, among other things, have the power to:

- (a) contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;
- (b) contract and pay for maintenance, gardening, utilities, materials and supplies and services relating to the common property and/or facility, and to employ personnel reasonably necessary for the operation of the project including lawyers and accountants where appropriate;
- (c) pay taxes and special assessments which are or would become a lien on the project or common area;
- (d) to pay for reconstruction of any portion or portions of the project damaged or destroyed which are to be rebuilt;
- (e) delegate its powers.

Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board

of Directors shall be responsible for the following: (a) care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities; (b) collection of monthly and special assessments from the owners; and (c) designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Books, Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals shall obtain an independent certified audit of such books and records. A copy of each such audit shall be delivered to each member within thirty (30) days after the completion of such audit.

Section 5. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited

to, the duties listed in Section 3 of this Article.

Section 6. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three years. The term of office of two Directors shall be fixed at two years, and the term of office of one Director shall be fixed at one year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor shall be elected to fill the vacancy thus created at a subsequent meeting called for that purpose. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting prior to any vote on his removal. In all voting for the removal or election of Directors where more than one Director is involved, the votes may be cumulative.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within

10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director

at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may call another meeting. At any such subsequent meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VOFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may

in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VIOBLIGATIONS OF THE OWNERSSection 1. Assessments.

(a) All owners are obligated to pay monthly (and any special) assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. The assessments shall be made pro rata according to the proportionate shares of each condominium owner, as stipulated in Paragraph F of the Declaration. Not later than sixty (60) days prior to the beginning of each fiscal year, the Association shall prepare a budget for the next fiscal year and determine the total charges to be assessed against each condominium. Each owner thereof shall thereafter pay to the Association his assessment in twelve (12) equal monthly installments, each installment to be paid on or before the 10th day of each month. In the event the Association shall determine what the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of

any owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental or special estimate of the total charges to be assessed against each condominium. The Association may, at its discretion, prorate any such supplemental or special assessment between the remaining months of the current year, or immediately levy a special assessment against each condominium. Each monthly installment shall become delinquent if not paid on or before the 25th day of each month. Each special assessment shall become delinquent if not paid within 10 days after the levy thereof. There shall accrue with each such delinquent monthly installment, and with each such delinquent special assessment, a late charge of \$5 together with interest at 6% per annum on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

(b) The annual budget and the monthly assessments determined therefrom shall be approved at least 60 days prior to the beginning of each fiscal year at a special meeting of the owners called for such purpose. A special meeting of the owners shall also be called for the purpose of considering any supplemental or special assessments. Special meetings for the purpose of approving the annual budget or any special assessment shall be called by the President and notice thereof given pursuant to the provisions therefor as are set forth in Sections 4 and 5 of Article III of these

Bylaws. Approval of the annual budget or any special assessment shall require the approval of a "majority of the owners", as defined in Section 2 of Article II of these Bylaws, either in person or by proxy.

(c) The Board of Directors or the Management Agent of the Association, on behalf of the Association, may cause to be recorded in the office of the County Recorder of the county in which the project is situated, a notice of any delinquent sums due the Association from any condominium owner; which notice shall state the amount of such delinquent sums and other authorized charges and interest (including the cost of recording such notice), a sufficient description of the condominium against which the same has been assessed, and the name of the record owner or owners thereof. Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board of Directors or Management Agent shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. Such notices shall be signed on behalf of the Association by any member of the Board of Directors or by the Management Agent. The Association may demand and receive the cost of recordation of such release before recording same. Any purchaser or encumbrancer, acting in good faith and for value, may rely

upon such notice of satisfaction and release as conclusive proof of the full satisfaction of the sums stated in the notice of delinquent sums.

(d) All such delinquencies shall be enforced, collected and/or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditions, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units--Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located

therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no Management Agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Right of Entry.

(a) An owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct.

(a) No resident of the project shall post any advertisements or posters of any kind in or on the project, except as authorized by the Association or except a sign of customary and reasonable dimensions advertising the unit for sale.

(b) No unit shall be used in such manner as to

obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be carried on.

(c) No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(d) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the buildings of the project or that protrude through the walls or the roof of the buildings except as authorized by the Association.

(e) In order to insure adequate aesthetic controls and to maintain the general attractive appearance of the project (1) no owner, resident or lessee shall, at his expense or otherwise, construct fences, walls or make any alterations, additions or modifications to or on any part or portion of the Common Areas, or place or maintain any objects on or about the exterior of any building within the project except as authorized by the Association, and (2) no owner, resident, lessee, invitee or other person, with or

without the purported consent or cooperation of any owner, resident or lessee, shall park, store or maintain in or on the project any boats, trailers, campers, or other vehicles not customarily used as a means for general transportation. Provided, however, that the temporary parking of the aforesaid boats, trailers, campers or other vehicles not customarily used for mean of general transportation for periods of short duration, but not to exceed four hours within any 48 consecutive hour period as an incident to loading or unloading therefrom shall not be deemed a violation hereof. Provided further that the Board of Directors of the Association may adopt such additional rules and regulations respecting this provision as from time to time seems in the best interest of the owners.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

These Bylaws and the Declaration may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total voting interest of all condominiums in the project as shown in the Declaration. — Provided, however, that the adoption of any such amendment which would materially change the rights, preferences or privileges of any person, or restrictions upon any condominium affected thereby shall meet the requirements of California Business and Professions Code, Section 11018.7.

ARTICLE VIIIMORTGAGEES

Section 1. Notice to Association. An owner who mortgages his condominium shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Condominiums". Any such owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

The following terms, as used in these Bylaws, shall have the same meaning as are applied to such terms in the Declaration: "Project", "Condominium", "Common Areas", "Unit", "Mortgage", and "Mortgagee".

ARTICLE X

In case any of these Bylaws conflict with any provisions of the laws of the State of California, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of JAMACHA GREENS HOMEOWNERS ASSOCIATION, a California nonprofit corporation; and

2. The foregoing Bylaws comprising 20 pages, including this page, constitute the Bylaws of the corporation duly adopted at the meeting of the Board of Directors thereof duly held on December 31 , 1971.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 31st day of December ,1971.


Secretary

(Corporate Seal)