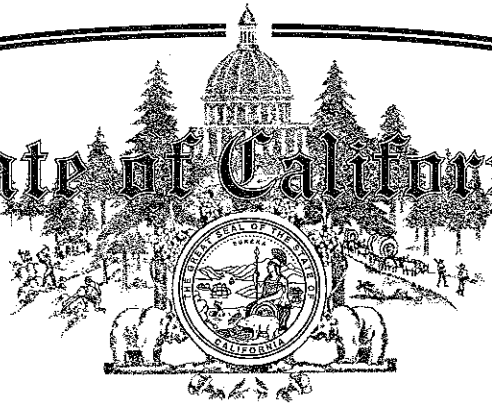


State of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 27 2004



Kevin Shelley
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAR 15 2004

KEVIN SHELLEY
Secretary of State

**CERTIFICATE OF RESTATEMENT
OF
ARTICLES OF INCORPORATION
OF
EASTGATE CONDOMINIUM ASSOCIATION**

The undersigned certify that:

1. They are the President and the Secretary, respectively, of **EASTGATE CONDOMINIUM ASSOCIATION** a California non-profit mutual benefit Corporation.
2. The Articles of Incorporation of this Corporation are Restated in their entirety to read as follows:

RESTATED ARTICLES OF INCORPORATION

OF

EASTGATE CONDOMINIUM ASSOCIATION

I

The name of the Corporation (also called the "Association") is **EASTGATE CONDOMINIUM ASSOCIATION**.

II

The business office address for the Association is at Association Communications, Inc., 1460 Washington Blvd., A-203, Concord, CA 94521. The nine-digit zip code for the **Common Interest Development** location is 94553-4192. The front street of the Association is Eastgate Lane and the nearest cross street is Arnold Drive.

III

The Association's managing agent is Association Communications, Inc., 1460 Washington Blvd., A-203, Concord, California 94521.

IV

The Corporation was formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.

V

This Corporation is a Non-Profit Mutual Benefit Corporation organized under the Non-Profit Mutual Benefit Corporation Law. The purposes of this Corporation are to engage in any lawful act or activity, other than credit union business, for which a Corporation may be organized under such law.

Further purposes for which this Corporation is formed are:

- (a) to fix, levy, collect and enforce payment of all charges and assessments pursuant to the terms of said Declaration; and to pay all expenses in connection therewith and all office, insurance, maintenance, supplies, reconstruction, and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and
- (b) to exercise all rights and to perform all of the duties and obligations of the Corporation as set forth in the Declaration relating to, and maintenance and preservation of the common area located on the property described in the Declaration.

VI

The authorized number of and qualifications of Members of the Corporation, the property, voting, and other rights and privileges of Members and their liability for dues and assessments and the method of collection, shall be as set forth in the current Corporation Bylaws, and the Declaration of Covenants, Conditions and Restrictions currently in effect and recorded in the official County records.

VII

The affairs of this Corporation shall be managed by a Board of Directors. The number and term of the Directors shall be as provided in the Bylaws of the Corporation currently in effect.

VIII

This Corporation is intended to qualify as a Homeowners Association under the applicable provisions of Section 528 of the United States Internal Revenue Code, and Section 23701 of the Revenue and Taxation Code of California. No part of the net earnings of this Corporation shall inure ("flow") to the benefit of any private individual except as expressly provided in those sections with respect to the acquisition, construction or provisions for management, maintenance and care of the Corporation property, and other than by a rebate of excess Membership dues, fees and assessments. In the event of the demolition, liquidation or winding up of the Corporation, upon or after termination of the project, in accordance with the provision for payment, all remaining assets, debts and liabilities of the Corporation shall be divided among and distributed to its Members in accordance with their respective rights therein.

IX

Amendment of these Articles shall require the written consent of a majority of the Members.

- 3. The foregoing Amendment and Restatement of Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.
- 4. The foregoing Amendment and Restatement of Articles of Incorporation has been duly approved by the required percentage of the voting Members.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: 11/23/03

[Signature]
President

Sue Reilly
Print or Type Name of President

[Signature]
Secretary

ATIYEH SOHRABZADEH
Print or Type Name of Secretary
(no notary required)



1179593

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

FEB 8 1984

WANCH PONG EU, Secretary of State
By Donna L. Anglin

ARTICLES OF INCORPORATION
OF
EASTGATE CONDOMINIUM ASSOCIATION

ARTICLE I

NAME

The name of the corporation is EASTGATE CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE II

PURPOSES OF THE ASSOCIATION

This Association is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this Association is to engage in any lawful act or activity for which a corporation may be organized under such law.

This Association does not contemplate pecuniary gain or profit to its Members. The specific and primary purposes for which the Association is formed are to provide for management, administration, maintenance, preservation and architectural control of the Units and Common Area within the certain real property (the "Project") situated in the City of Martinez, County of Contra Costa, State of California, known as Eastgate, a condominium project, and to promote the health, safety and welfare of the residents within the Project and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes, all according to that certain Declaration of Covenants, Conditions and Restrictions of Eastgate (the "Declaration") recorded or to be recorded with respect to the Project in the Official Records of the County of Contra Costa State of California, as required by Section 1355 of the California Civil Code.

ARTICLE III

LIMIT ON POWERS

Notwithstanding any statement herein to the contrary, the Association shall not engage, except to an insubstantial degree, in any activity or exercise any power that is not in furtherance of its specific and primary purposes. This Association is intended to qualify as a Homeowner's Association under the applicable provisions of the United States Internal Revenue Code, Section 528, and the California Revenue and

Taxation Code, Section 23701t, as each may be amended from time to time. No part of the net earnings of this Association shall inure to the benefit of any private individual, except as expressly provided in those Sections with respect to the acquisition, construction or provision for management, maintenance and care of the Project, other than by a rebate of excess membership dues, fees or assessments.

ARTICLE IV

GOVERNANCE

The rights of Members, number of Members, manner of election of the Board of Directors, and all other matters concerning the operation and governance of the Association shall be as set forth in the By-Laws.

ARTICLE V

AGENT FOR SERVICE OF PROCESS

The name and address of the Association's initial agent for service of process is: Mr. Jan Benson, c/o Lockwood Realtors, 3490 Buick Ave., Pleasant Hill, CA 94523.

ARTICLE VI

DISSOLUTION

In the event of the dissolution, liquidation or winding-up of the Association, upon or after termination of the Project, in accordance with provisions of the Declaration, assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be divided among and distributed to its Members in accordance with their respective rights therein.

ARTICLE VII

AMENDMENTS

Amendments to these Articles of Incorporation shall require the affirmative vote or written assent of the Members as follows:

- A. At least a bare majority of the members of the Board of Directors; and

B. 1. When a one (1) class voting structure is in effect:

(i) At least a bare majority of the votes of all Members of the Association; and

(ii) At least a bare majority of the votes of Members other than the Declarant (as defined in the By-Laws); or

2. When a two (2) class voting structure is in effect (as provided in the By-Laws), at least a bare majority of each class of Members.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, the undersigned has executed these Articles of Incorporation this 8th day of February, 1984.

Paul A. Casto

I hereby declare that I am the person who executed the above Articles of Incorporation and that such instrument is my act and deed.

Paul A. Casto

**EASTGATE CONDOMINIUM
ASSOCIATION**

AMENDED BYLAWS

EASTGATE CONDOMINIUM ASSOCIATION

AMENDED BYLAWS

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**AMENDED BYLAWS
of
EASTGATE CONDOMINIUM ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the association is **EASTGATE CONDOMINIUM ASSOCIATION**, a nonprofit mutual benefit corporation, hereinafter referred to as the "Association." The principal office of the Association shall be located in Contra Costa County, California.

**ARTICLE II
DEFINITIONS**

The definitions contained in the Restated Declaration are incorporated by reference herein.

"Restated Declaration" (CC&Rs) shall mean and refer to all Declarations of Covenants, Conditions, and Restrictions of **EASTGATE CONDOMINIUM ASSOCIATION** approved concurrently with these Amended Bylaws and any later Declaration duly approved.

**ARTICLE III
MEMBERSHIP VOTING AND MEETING OF MEMBERS**

A. MEMBERSHIP AND VOTING

Section 1. Membership. Every person or entity who is a record Owner of a Unit shall be a Member of the Association. Proof of Membership is satisfied by evidence of an official document of transfer such as a grant deed or contract of sale, or other evidence of ownership provided to the Association. Such documentation may be required prior to exercise of Membership rights.

Membership may not be separated from ownership of any Unit. Membership for any particular Owner continues until his or her ownership terminates.

Section 2. Voting of Members. Members are Owners of the Units. Members shall be entitled to one vote per Unit owned. Cumulative voting shall be allowed.

Section 3. Voting of Members When More Than One Owner. When more than one person holds title to a Unit, all such persons collectively shall be the Member for that Unit. The vote shall be exercised as the Owners among themselves decide, but in no event shall more than one vote be cast with respect to any Unit. The Association is entitled to presume that any ballot tendered by one or more Owners of a Unit was the result of agreement by all other Owners. If conflicting ballots are cast by Owners of a Unit, none will be counted. When Owner is a business entity, only the individual

designated in writing by the business entity shall be entitled to exercise the rights of membership, including the right to vote.

Section 4. Suspension of Member's Rights. Members are subject to suspension of rights including voting and (for owners and tenants, residents or guests) use of the Common Area facilities when the assessment payments fall delinquent or when a violation of these Amended Bylaws, the Restated Declaration or the Association Rules occurs by the Members or their guests, tenants, lessees or other persons invited by Owners to the premises. Article IX provides the Fair Hearing Requirements.

B. MEETING OF MEMBERS AND NOTICE

Section 1. Annual Meetings. Annual meetings of the Members shall be held in the month of September each year on the date and at the time and place indicated in the notice described in Section 3. If it is unduly difficult to hold a meeting in that month, the Board may schedule it for the month before or after so long as the requisite Notice under Section 3 is satisfied.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon presentation of a valid written petition signed by five percent (5%) of the Members if the subject matter is for a lawful purpose. No action may be taken at a special meeting unless it falls within the purpose stated on the meeting notice.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by first class mail or personal delivery not less than ten (10) days nor more than ninety (90) days before such meeting, to the Owner's last known address. The notice shall specify the place, date and hour of such meeting.

Such notice shall specify the place, date and hour of the meeting and the general nature of the business to be transacted or purpose of the meeting. For annual meetings, the notice shall describe those matters that the Board of Directors, at the time of giving the notice, intends to present for action. For special meetings, the purpose of the meeting shall be stated on the notice. The notice of any meeting at which Directors are to be elected shall include the names of all those individuals who are nominees at the time the notice is given to the Members.

In case of a special meeting called pursuant to a written request of Members as provided in Section 2, 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 to occur no sooner than thirty-five (35) days nor later than ninety (90) days after the date of the Board's receipt of such request.

Section 4. Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast more than fifty percent (50%) of the votes of the Membership

shall constitute a quorum for any action, as stated below. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting to a time not less than ten (10) minutes nor more than thirty (30) days, without notice other than announcement at the meeting. The only matters that may be addressed at the subsequent meeting are those matters that were described in the notice of the original meeting. If a subsequent meeting is necessitated by lack of a quorum in attendance, then the quorum for the second and any subsequent related meeting is twenty-five percent (25%). Proxies provided at the first-called meeting may be used at any subsequent annual meeting in that same year. If the Board cannot achieve a quorum at any annual meeting, the election of Directors to fill vacant positions may be accomplished by mail ballot, and the quorum for purposes of that election shall be the number of written ballots returned to the Association.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the meeting starts. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Unit. No proxy shall be valid after eleven (11) months from the date of execution unless the proxy specifies a later expiration date, which in no event shall exceed three (3) years. If no person is designated to execute a proxy sent to the Board, the President of the Association shall vote the proxy.

Section 6. Place of Meetings. Meetings of the Association shall be held within the subdivision or at a specified meeting place within the County of Contra Costa. Unless unusual conditions exist, Members' meetings shall not be held outside of the county in which the subdivision is situated.

Section 7. Conduct of Meetings. All Membership meetings shall be conducted in a manner consistent with Robert's Rules of Order, or a similarly recognized method of parliamentary procedure.

Section 8. Action by Written (Mail) Ballot. Any action which may be taken at a regular or special meeting of Members may likewise be conducted by written ballot which must comply with the provisions of Corporations Code Section 7513, which generally requires:

- (1) that the Association shall distribute a ballot to every Member entitled to vote on the matter;
- (2) that such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time to return the ballot to the Association;
- (3) that approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified, or any valid extension of time, equals or exceeds the quorum required to be present at a meeting authorizing the action;

- (4) that the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a meeting at which the total number of votes cast was the same as the number of votes cast by the written ballot;
- (5) that such ballot be solicited in a manner in accordance with the California law;
- (6) that all such solicitations shall indicate the number of responses needed to meet the quorum requirement;
- (7) that all such solicitations shall state the percentage of approvals necessary to pass the measure submitted;
- (8) that the solicitation must specify the time by which the ballot must be received in order to be counted, including any possible extension of time;
- (9) that the written ballot may not be revoked.

ARTICLE IV **BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, five (5) in number, all of whom must be Members in good standing. "Good standing" means current with regard to payments of assessments and not in violation of any governing document provisions, including the CC&Rs and Rules.

Section 2. Term of Office. Each Director shall serve a two-year term except as noted below, commencing at the first board meeting that is convened after the annual meeting at which he or she is elected and to run until a successor is elected. Directors appointed to fill a vacated term shall serve out the term of the Director whose position was vacated. In order to preserve staggered terms, at the first election after these Bylaws become effective, three Directors shall be elected to serve a two year term and two shall be elected to serve a one year term. (The three candidates with the most votes shall fill the two year terms.) Thereafter, vacancies due to term expiration shall be filled in the years of the expiration.

Section 3. Nominations for Director Positions. Nomination for election to the Board of Directors may be made by a Nominating Committee. The Board may appoint a Nominating Committee if there are volunteers sufficient to fill the committee, prior to each Annual Meeting, in sufficient time to seek nominees prior to mailing out notice of a meeting or a written ballot for voting purposes. The Nominating Committee Members shall serve from the date of appointment to the close of the annual meeting for which they were appointed. The Nominating Committee may make as many nominations for election to the Board of Directors as it may in its discretion determine, and shall strive for not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members only. If no Members of the Association are willing to serve on the Nomination Committee, the Board of Directors may serve as the Nomination Committee.

Candidates wishing to run for the Board shall be entitled to petition that Committee, if one is appointed, or the Board. Nominations may also be made from the floor at the

annual meeting of the Members, if the election is conducted at a meeting. The Nominating Committee may consist of a chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association, as deemed appropriate by the Board of Directors.

Section 4. Election and Voting for Directors. At each election of Directors, the persons receiving the largest number of votes shall be elected to the vacant seats. Election to the Board of Directors may be by secret ballot. If there is no quorum at the annual meeting, the election may be conducted subsequently by mail ballot, and the written ballot shall contain the names of the nominees, sufficient for the number of vacant board seats. However, if the number of candidates does not exceed the number of vacant seats, the Board may deem the candidates to have been elected without further election.

Section 5. Inspectors of Election. In advance of any meeting of Members, the Board may appoint inspectors of election to act at the meeting and any adjournment of the meeting. The number of inspectors shall be one or three.

The inspectors shall determine the number of memberships outstanding and the voting power of each, the number represented at the meeting, the existence of a quorum and the authenticity, validity and effect of the proxies, receive votes, ballots or consents, hear and determine all challenges and questions arising with regard to the right to vote, count and tabulate all votes or consents, determine when the voting shall close, determine the result, and do such acts as may be proper to conduct the election or vote with fairness to all Members.

Section 6. Removal. The entire Board of Directors or an individual Director may be removed when his or her removal is approved by a majority of the Members of the Association at a duly called meeting of the Members, or by the Board in the event a director is adjudged incompetent or guilty of a felony by a court of law. In the event of a recall election, any Director whose removal is sought shall receive a chance to address the Membership at the meeting called for the purpose of the recall election.

Section 7. Successor Elected by Remaining Board Members. In the event of death, resignation, or removal of a Director, his/her successor shall be selected by the remaining Members of the Board of Directors and shall serve for the remaining term of his/her predecessor.

Section 8. Vacancy. If any Director ceases to be a resident owner, or misses three (3) or more consecutive Board meetings which have officially been convened, or is found not to be in good standing, the remaining Board Members may declare the position of that Director vacant, by majority vote. The remaining Directors may then choose a successor by election among them to serve out the remaining term of any Director whose position is vacated hereunder.

Section 9. Resignation. Any Director may resign at any time 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. The acceptance of such resignation shall not be necessary to make it effective. The remaining Directors may then choose a successor by election among them to serve out the remaining term of any Director whose position is vacated hereunder.

Section 10. Compensation. No Director shall receive any salary or compensation for services as an Officer or Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties which have been approved prior to expenditure by the Board of Directors.

ARTICLE V **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors are to be held monthly, or at such intervals as the Board considers necessary, but definitely not less than quarterly. The date, place and hour shall be as is fixed from time to time by the Board, and proper notice shall be given to Board members by mail, personally or by telephone, at least four (4) days prior to the meeting. Should any meeting fall upon a legal holiday or if any meeting is rescheduled by necessity, then that meeting shall be held upon further notice to each Director, as stated.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than four (4) days' notice to each Director by telephone, personal contact or by first-class mail or electronically (to an address specified by the Director for such use). The notice shall specify the purpose of the special meeting.

Section 3. Telephone or Emergency Meetings. Should it be necessary, an emergency meeting may be called, or a telephone conference call meeting may be held under certain emergency circumstances. "Emergency" means relating to subject matter needing immediate attention by the Board such that it could not have been foreseen and reasonably precludes giving notice to members. Attempt must be made to notice all Directors and at least a quorum of Directors must be present at the meeting place or on the same conference call. Emergency meetings are not subject to the notice requirements for Association Members, pursuant to California law.

Section 4. Quorum. A majority of Directors, which is three in number shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 5. Waiver of Notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of any notice otherwise required, unless the Director appears to challenge the validity of the meeting based on failure to give proper notice.

Section 6. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval (unanimous consent) of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors so long as reasonable attempts were made to contact all Directors prior to the action being taken. This method of business must be used judiciously and only in situations where there is not a reasonable opportunity to call an emergency meeting.

Section 7. Notice to Members/Meetings Open to Members. Association Members must be provided at least four (4) days notice of regular or special (except emergency or executive session) Board meetings, either by annual mailing, posting in a prominent place in the Common Area, newsletter or individual notices.

All regular and special meetings of the Directors shall be open to all Members of the Association except for subject matter to be discussed in executive session. Members who are not Directors are not entitled to participate in any deliberation or discussion of business of the Association unless expressly authorized by the Board. However, homeowners shall be given a reasonable opportunity to address the Board during a "forum" period set by the Board.

Section 8. Executive Session. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or pending litigation, matters within the attorney/client privilege, contract negotiation, and hearings for disciplinary matters. The general nature of the business to be considered in executive session should be announced in open session and reflected in the minutes of the open session. To the extent that any executive session is held at a time other than before, during or after a regular board meeting, the purpose of the meeting shall be noted in the meeting minutes of the next regular board meeting.

Section 9. Minutes of Meetings of Directors. Within thirty (30) days after the date of any open Board or annual meeting, the Board shall make available to the Members the minutes as proposed for adoption which shall be marked to indicate draft status. Action taken without a meeting by unanimous consent should be recorded as such along with minutes of the next regular meeting. Any matter discussed in an executive session shall be generally noted in the minutes of the next open board meeting. Copies of the proposed minutes of meetings, other than executive session meetings, shall be provided to any Member of the Association upon request and upon reimbursement of the Association's costs in providing such copies, as required by California law.

ARTICLE VI **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers and Authority

The Board of Directors shall be authorized and empowered as follows:

(a) To Exercise Powers, Duties and Authority: Exercise all powers, duties and authorities vested in the Board under the Governing Documents and under the laws of the State of California which are not specifically reserved to the Members by the Governing Documents.

(b) To Enforce Governing Documents: Enforce as deemed prudent all applicable provisions of the Governing Documents relating to the control, management and use of the properties within the Development and the Common Areas.

(c) To Adopt and Enforce Rules and Regulations: Adopt, publish, amend, repeal, and enforce rules and regulations, all of which govern and/or relate to 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.

All proposed rules shall be circulated to the Members at least 30 days before they become effective so the owners have a reasonable opportunity to comment before the rules officially go into effect. (This does not preclude continuing enforcement of association practices and policies based on authority in the governing documents).

(d) To Establish and Impose Fees, Penalties/Fines: Establish and impose administrative fees to offset administrative burdens and monetary penalties (fines) for the infraction of any provision of the Governing Documents. Any fees and/or fines to be imposed shall be adopted by the Board in a schedule or policy and shall be distributed to all Owners. Monetary penalties shall be effective only after written notice and an opportunity to be heard under Article XI below.

(e) To Suspend Voting Rights and Rights to Use The Common Area Facilities (see Amended Bylaws, Article XI-Hearing Requirements): Suspend, after notice and hearing before the Board the voting rights and right to use of the Common Area and the facilities located therein by a Member during any period in which such Member is in default of the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, or the time that a violation continues, whichever is more, for infraction of Rules; provided, however, that in either event the Association shall not suspend or limit the right of any Member to use any private driveway within the Project for vehicular ingress or egress for any reason whatsoever, nor abridge a Unit Owner's right to use his/her Unit except where such loss or forfeiture is the result of the judgment of a court of a decision arising out of an arbitration or on account of a foreclosure or sale.

(f) To Engage The Services of Manager or Management Company: Engage the services of a manager or management company as either an employee or an independent contractor and such other employees as the Board may deem necessary, and prescribe their duties and fix their compensation, and evaluate the performance of the manager on at least an annual basis. The Board shall set up a reasonable process to evaluate the services and quality of management.

(g) To Consult With Professionals: 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.

(h) To Contract for and Pay for All Upkeep: Contract for and pay for maintenance, landscaping, utilities, materials, supplies, furniture, labor, and services that may be required in relation to the Common Areas and any other portions of the property which the Association is obligated to maintain.

(i) To Contract for and Pay for Insurance: Contract for and pay premiums for insurance requirements as more fully set forth in the Restated Declaration.

(j) To Pay Taxes: Pay all taxes, special assessments, and charges that are or would become a lien on any portion of the Common Area. If there is need to pay taxes or liens on any individual condominium separate interest, or that involve items that are the obligation of an individual Owner, the Board shall levy a special assessment against such Owner for the amount thereof. Where one or more persons are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and if it becomes necessary for the Board to pay any such costs by reason of or to release any liens, said costs shall be specifically assessed to said Owners.

(k) To Adopt and Enforce Rules and Regulations Relating to Parking Restrictions: Adopt, maintain, enforce, and secure compliance by the Members with rules and regulations related to parking of vehicles.

(l) To Contract for and Pay for Construction and Reconstruction: Contract for any construction or reconstruction of any portion or portions of the Development that have been damaged or destroyed and that are to be repaired or rebuilt by the Association, except as otherwise limited or directed by these Amended Bylaws or the Restated CC&Rs.

(m) To Delegate Duties: Delegate its duties and powers hereunder to the officers of the Association or to committees established by the Board.

(n) To Collect Assessments: Levy and collect assessments from the Members of the Association in accordance with the Restated Declaration.

(o) To Prepare Budgets: Prepare budgets and maintain 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 obtain a financial review under California Civil Code Section 1365, a copy of which shall be delivered to each Member as provided in Section 3 below.

(p) To Declare Vacancies on the Board: In its discretion, declare a Board seat to be vacant in the event a Board member shall cease to be an Owner, shall be absent from three (3) consecutive regular meetings of the Board, or shall be found not to be in good standing (in which case the Board Member shall be offered a hearing under Article XI - prior to Board Action).

(q) To Fill Vacancies on the Board: Fill by appointment vacancies on the Board of Directors for the completion of a term due to Board-declared vacancy, resignation, death or legal removal from office.

(r) To Open Bank Accounts: Open bank accounts on behalf of the Association and execute signature cards. Unless otherwise determined by the Board, the Association shall maintain at least two separate accounts in one or more banks or other depositories selected by the Board. The assessments collected shall be properly deposited into such accounts. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used for the purposes set forth in Article IV of the Restated CC&Rs. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation costs, and another portion of said funds as collected as reserves if and as required by law.

(s) To Borrow Money: Borrow money, without a vote of the membership except that when association property or assessment proceeds are to be pledged as collateral, consent of a majority of the Members is required.

(t) Dedication/Transfer of Rights: To dedicate or transfer easement or property rights to utility service companies or telecommunication providers, as deemed necessary to receive beneficial services, without a vote of the Members.

Section 2. Limitations On Authority Of The Board

The Board powers and authority are limited as follows:

(a) Limitations on Expenditures for Capital Improvements: The Board may not, without approval of a majority of the Members, incur aggregate expenditures for new capital improvements (this does not limit reserve expenditures) in the Common Area in excess of five percent (5%) of the budgeted gross expenses for that fiscal year.

(b) Limitations on Contracts:

(1) The Board shall not enter into contract with a third person wherein the third person will furnish goods or services for the Common Area for the Association for a term longer than one (1) year with the following exceptions:

(i) A contract with a public utility company if the rates charged for the material or services are registered by the Public Utility Commission provided, however, that the term for the 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, provided they permit short rate cancellation by the insured.

(iii) A management contract subject to termination upon 60 or less days written notice.

(iv) A cable or telecommunications provider contract with a term of not more than five (5) years.

(c) Selling Property of the Association: The board may not sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, without approval of a majority of the Members.

Section 3. Duties:

(a) Review Of Accounts By Board

On not less than a quarterly basis, the Board of Directors shall:

- (1) Review the current reconciliation of the Association's operating account.
- (2) Review the current reconciliation of the Association's reserve account.
- (3) Review the current year's actual reserve revenues and expenses compared to the current year's budget.
- (4) Review the Association's latest account statements prepared by the financial institution(s) with whom the operating and reserve accounts are lodged.
- (5) Review the Association's income and expense statement for the operating and reserve accounts.
- (6) To the extent one document provides the information required in more than one of the above listed items, any such requirements listed above may be satisfied by reviewing the same documents.

(b) Distribution Of Financial And Other Information and Review of Financial Statement: A review of the financial statement of the Association shall be obtained

by the Board for any fiscal year in which the gross income to the Association exceeds \$75,000 and shall be distributed within 120 days after the close of each fiscal year to all Members of the Association, which report shall consist of the following:

- (1) A balance sheet as of the end of the fiscal year
- (2) An operating (income) statement for the fiscal year
- (3) A statement of changes in financial position for the fiscal year

The review of the financial statement of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

(c) Distribution of Budget Information: The Association shall prepare and distribute to all of its Members the following documents not less than forty-five (45) days or more than sixty (60) days prior to the beginning of the Association's fiscal year or such other time as required or allowed by California law:

- (1) A pro-forma operating budget which includes 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 required to be conducted at least once every three years pursuant to current California law and include at least all of the following:
 - (i) Identification of the major components which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a remaining useful life of less than 30 years.
 - (ii) Identification of the probable remaining useful life of the components identified in paragraph (i) above as of the date of the study.
 - (iii) An estimate of the cost of repair, replacement, restoration or maintenance of each major component identified in paragraph (i) during and at the end of its useful life.
 - (iv) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each major component during and at the end of its useful life, subtracting total reserve funds as of the date of the study.
 - (v) The percentage representing the extent to which reserve account requirements are funded as required by Civil Code Section 1365.5.
 - (vi) As used in this section, "reserve accounts" means money that the Association's Board of Directors 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.

(vii) "Reserve account requirements" means the estimated funds which the Association's Board of Directors has determined are required to be available at a specified point in time to repair, replace, restore or maintain those major components which the Association is obligated to maintain.

(3) A statement as to whether the Board of Directors of the Association 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 therefore.

(4) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacements or additions to those major components that the Association is obligated to maintain. [This is commonly known as the "funding plan".]

- (d) Delinquent Assessment Policy. The Association shall prepare and distribute a statement describing the Association's policies and practice in enforcing lien rights or other legal remedies for default in payment of its assessment against its Members at least annually to the Members during the 60-day period immediately preceding the beginning of the Association's fiscal year. This includes the statutory notice set forth in the Davis Stirling Act (Civil Code Section 1367.1)
- (e) Monetary Penalty Schedule/Policy. The Association shall prepare and adopt a schedule and/or policy for fines/monetary penalties if they are to be used and circulate it to all Owners, and to circulate the modified policy schedule each time modifications are made to the existing schedule/policy. In addition, the Board shall distribute to members the notice regarding collection and lien rights required by Civil Code Section 1367.1.
- (f) Minutes. The Association shall annually provide Members with notice about how and where to inspect minutes of meetings, which shall be made available for inspection within thirty (30) days after a meeting (even if only in draft form). This notice can be accomplished in any general mailing including the Association newsletter.
- (g) Summary Of Alternative Dispute Resolution Laws. Association shall distribute a Summary each year to all Members, either personally or by first-class mail, of the law relating to Alternative Dispute Resolution pursuant to Civil Code §1354. The Summary shall include the statement:

"Failure by any member of the Association to comply with the prefiling requirements of Section 1354 of the Civil Code may result in the loss of your rights to sue the Association"

or another member of the Association regarding enforcement of the governing documents."

- (h) General Liability And Other Insurance. For the Association's general liability insurance (commercial and directors and officers), fidelity insurance, and flood and earthquake (if coverage exists for either) policies, the Association must provide the required statutory notice to owners within sixty (60) days before the beginning of each fiscal year. The disclosure notice must include the name of the insurer, type of insurance, policy limits of the insurance, and the amount of deductibles (if any). The notice must also contain the following statement required pursuant to Civil Code Section (1365(e)):

"This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage."

- (h) Reporting to State of California. Each year or biennially (every two years), as required by law, the Association shall complete the forms required by the Secretary of State for reporting as a nonprofit mutual benefit corporation, including the "Statement by Domestic NonProfit Stock Corporation" and the HOA registration form, and these forms shall be updated as necessary if there is a change in management or the officers of the Association, within 60 days of the change.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President, a Secretary, a Treasurer, and such other Officers as the Board may, from time to time, by Resolution create.

Section 2. Election of Officers. The election of Officers by the Board shall take place at the first meeting of the Board of Directors of each fiscal year.

Section 3. Term. Officers shall be elected by the Board at the first board meeting after each annual membership meeting and election. Each Officer shall hold office for one (1) year, unless he/she shall sooner resign, or shall be removed by the Board, or otherwise become disqualified to serve.

Section 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.

Section 5. Resignation and Removal. Any Officer may be removed from office by the Board at any time, even if prior to end of the term. Any Officer may resign at any time 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. If any Board Member gives notice of resignation to take effect on a future date, that Board Member may participate in choosing the successor to fill the vacant position.

Section 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.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. Positions may be combined as necessary or prudent to assure that the obligations of all offices are fulfilled.

Section 8. Duties. The duties of the Officers are as follows:

PRESIDENT: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless unavailable) and promissory notes. The signature of the President and Treasurer, or one of them and one other officer, are required for all withdrawals from the reserve fund accounts.

VICE-PRESIDENT: The Vice President (if one is chosen by the Board) shall have the authority to act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board, and may co-sign all checks written on behalf of the Association.

SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board, and may co-sign checks. If the Association engages the services of a professional management or a party to perform some of the tasks enumerated herein, the Association Secretary is relieved of doing those tasks.

TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; shall disburse such funds as directed by Resolution of the Board of Directors; co-sign all checks of the Association; keep proper books of account; shall reconcile all bank accounts on a quarterly basis; cause an annual review of the

Association books to be made by a certified public accountant at the completion of each fiscal year if the budgeted gross expenses exceed \$75,000.00; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, pursuant to the financial information distribution requirements. If the Association engages the services of a CPA or managing agent to undertake any of these tasks, the Treasurer is relieved of those specific duties delegated to such person or entity. The signature of the President and Treasurer, or one of them and one other officer, are required for all withdrawals from the reserve fund accounts.

All Directors who do not hold an office shall be called "Director-At-Large" and shall be responsible to attend meetings, review meeting packets and information provided to Board Members for review, to vote on matters before the Board unless abstaining, and to participate in the leadership, management, and administration of the Association.

ARTICLE VIII **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

For actions taken or decisions made in good faith and within the capacity of the position, the Association shall indemnify each Director, officer, committee member (appointed by the Board), or employee or other agents of the Association (if agent is specifically authorized to be indemnified by action of the Board) who is a party to or is threatened to be made a party to any proceeding, including a proceeding by or in the right of the Association, by reason of the fact that such person is or was a Director, officer, appointed committee member, or employee or approved agent of the Association against all expenses and liabilities actually and reasonably paid or incurred in connection with such proceeding, to the maximum extent permitted by the California Non-Profit Corporation Law. Terms used in this Article shall have the same meaning as in Section 7237 of the California Non-Profit Corporation Law.

ARTICLE IX **COMMITTEES**

The Board shall appoint such committees as it deems appropriate in carrying out the purposes of the Association, including but not limited to a nominations committee and architectural committee as specified in these Bylaws and the Restated Declaration. In doing so the Board shall appoint the Chairpersons for such committees and provide a Resolution directing the committee to act, stating its purpose and goals.

ARTICLE X **BOOKS AND RECORDS**

The general records that are available to the members (excluding privileged communications or executive session subject matters), minutes, governing documents and membership list shall, during reasonable business hours and upon reasonable written notice and request, for a purpose reasonably related to that person's interests as a Member, be generally subject to inspection by Members.

The Board shall establish rules regarding:

- (a) Notice to be given to the custodian of the records by a Member desiring to make the inspection, and the Member's purpose shall be stated;
- (b) Hours and days of the week when an inspection may be made; and
- (c) Payment for costs of making copies of documents requested by a Member, and payment for other services as needed to make records available for inspection.

The Board shall have the right to deny Member access or inspection of confidential materials and minutes from Executive Session Meetings or otherwise exempt from general legal rights of inspection by the Members.

Distribution of Governing Documents: Within ten (10) days of a written request by a Member, the Association shall provide to the Member current copies of the Governing Documents. A charge for the copies may be made by the Association, not to exceed the reasonable costs of preparation, reproduction and mailing.

Directors have an absolute right of inspection of all books and records of the association except as limited by California case law.

ARTICLE XI
OWNER NOTICE AND FAIR HEARING

Section 1. Procedure. If a Member appears to be or is in violation of any provision of the Governing Documents and any disciplinary action, including monetary penalty, suspension or rights, or other remedies are being considered, or the Member is subject to a reimbursement assessment for failure to fulfill obligations under the governing documents, the Board shall give written notice to the Member specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard by the Board. Any assessment, fine or other penalty such as suspension of membership that is being considered shall be stated. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by first-class mail.

Section 2. Conduct of Hearing. The Board of Directors may establish rules and procedures regarding the manner in which disciplinary hearings shall be conducted. Matters shall be conducted in closed (executive) session as provided in Civil Code section 1363 unless the homeowner requests an open hearing.

Section 3. Determination. After the hearing has taken place, the Board shall (i) determine whether a violation has occurred and, if so, may suspend membership privileges, or impose penalties as authorized herein, or impose a Reimbursement or Enforcement Assessment which shall become effective after the date of the hearing, as specified; or (ii) take such other action as may be appropriate. The determination of the Board shall be final. A written statement of decision shall be sent to the subject owner to the last known address within 15 days of the date the decision is made.

Section 4. Limitation of Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or curtailment of a Member's right to the full use and occupancy of his or her Unit as the result of the failure by such Owner, members of such Owner's family, or his or her tenants, guests, invitees or pets to comply with any provision of the Governing Documents. However, forfeiture or curtailment may result from: 1) a judgment of a court of competent jurisdiction including a judicial foreclosure action, 2) a decision arising out of an arbitration proceeding, or 3) a foreclosure or sale under private power of sale for failure of such Owner to pay assessments levied by the Association pursuant to Article XI of these Bylaws and Article IV of the Restated Declaration. These provisions shall not affect the Association's right to impose fines or monetary penalties, and/or suspend membership rights as provided in the Restated Declaration.

ARTICLE XII
RECORD DATE

The Board of Directors may fix a record date for purposes of voting on any measure. ("Record date" shall mean a specified date for determining membership rights to vote on any association matter.)

ARTICLE XIII
ASSESSMENTS

As more fully provided in the Restated Declaration, each Member is obligated to pay to the Association annual, special, and other stated assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid by the due date shall be delinquent as of 15 days thereafter and subject to late fees and/or interest as more fully provided in the Restated Declaration. As more fully provided therein, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Unit.

ARTICLE XIV
AMENDMENTS

The Amended Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present in person or by proxy, or by written mail ballot. Notwithstanding the proceeding sentence, the percentage of a quorum or of Members necessary to amend a specific clause in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

ARTICLE XV
CONFLICTS

In the case of any conflict between any Articles of Incorporation and these Amended Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Restated Declaration and these Amended Bylaws, the Restated Declaration shall control. In the event any of these Amended Bylaws are less restrictive than any City or County zoning ordinances or regulations, those ordinances or regulations still apply to the Development.

ARTICLE XVI
NOTICES

Any notice permitted or required to be delivered, as provided herein, may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Secretary or designee for the purpose of service of such notice or to the residence site of such person if no address has been given to the Secretary or designee. Such address may be changed from time to time by notice in writing to the Secretary or designee.

ARTICLE XVII
CORPORATE SEAL

The Association may obtain and use a Corporate Seal with the Association's legal name and date of original incorporation in it.

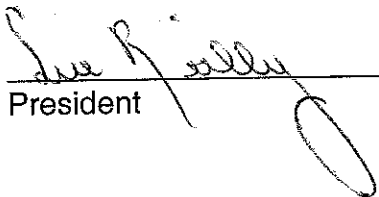
ARTICLE XVIII
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December.


ARTICLE XIX
SUCCESSOR STATUTES

To the extent any of the controlling referenced state statutes are modified or repealed, the law as it changed controls over the related code section herein.

IN WITNESS WHEREOF, we, being the President and Secretary of **EASTGATE CONDOMINIUM ASSOCIATION**, hereby execute these Amended Bylaws this 23 day of NOVEMBER, 2003.



President



Secretary

I, the undersigned, do hereby certify:

THAT I am the duly elected and Acting Secretary of **EASTGATE CONDOMINIUM ASSOCIATION**, a nonprofit mutual benefit incorporated homeowners association, and,

THAT these Amended Bylaws constitute the Amended Bylaws of said corporation, as duly approved by the Membership.

IN WITNESS WHEREOF, I subscribe my name on this 23 day of NOVEMBER, 2003.

Secretary