

Bylaws (Required Civil Code Sec. 4525)
Americana Condominiums

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ORIGINAL

SECOND AMENDED AND RESTATED
BYLAWS OF
AMERICANA CONDOMINIUM OWNERS' ASSOCIATION, INC.

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SECOND AMENDED AND RESTATED

BYLAWS OF

AMERICANA CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE 1. - PLAN OF CONDOMINIUM OWNERSHIP

1.1 *Name.* The name of the corporation is the Americana Condominium Owners' Association, Inc. ("Association").

1.2 *Principal Office.* The principal office of the Association is located in San Diego, California. The Board of Directors is hereby granted full power and authority to change the principal office of the Association from one location to another in the County of San Diego, California. Any such change shall be noted by the Secretary in these Restated Bylaws, but shall not be considered an amendment of these Restated Bylaws.

1.3 *Application.* These Restated Bylaws are applicable to the residential condominium Project known as Americana Condominiums ("Project"), located in San Diego County, California. These Restated Bylaws are also applicable to all Members of the Association and all tenants, employees, and other persons who use the facilities of the Project in any manner.

1.4 *Definitions.* Unless otherwise specified in these Restated Bylaws, the definitions set forth in Article 1 of the First Amendment and Restatement to Declaration of Restrictions recorded _____ as File/Page No. _____ of Official Records in the San Diego County Recorder's Office apply to these Restated Bylaws.

1.5 *Membership Rights.* The qualification for membership provisions of Article 3 of the Restated Declaration are hereby incorporated by reference.

ARTICLE 2. - MEETINGS OF MEMBERS

2.1 *Place of Meetings.* All meetings of the Members shall be held at a place designated by the Board. This meeting place shall be within the Project or as close to it as possible. If no meeting place is designated, the meetings shall be held at the principal office of the Association. No meeting of the Members shall, unless unusual conditions exist, be held outside of San Diego County, California.

2.2 *Annual Meetings.* The annual meeting of the Members shall be held on a date and time established by the Board, so long as the annual meeting is held within the anniversary month of May.

2.3 *Special Meetings.* Special meetings of the Members may be called for any lawful purpose by a majority of a quorum of the Board, the President of the Association, or by a written request signed by the Owners of at least ten (10) Condominiums. The special meeting shall be held not less than thirty-five (35) nor more than ninety (90) days after adoption of the resolution or receipt of the request. Only that business stated in the notice of meeting given pursuant to Section 2.4 of these Restated Bylaws shall be transacted at the special meeting.

2.4 *Notice of Meetings.* The Secretary of the Association shall give written notice of any Members' meeting to each Member of record. Except as otherwise provided in this Article, the notice shall be given at least ten (10) but not more than ninety (90) days before the meeting, by first class mail or by personal delivery. The notice shall be addressed to the Member at the address appearing on the books of the Association, or the address supplied by the Member to the Association for this purpose. If there is no such address, notice shall be given at the principal office of the Association or by publication at least once in a newspaper of general circulation in the county in which the principal office is located. The notice shall state the place, date, and time of the meeting. If Directors are to be elected at the meeting, the notice shall include the names of all those who are nominees at the time the notice is given. In the case of an annual meeting, the notice shall also state those matters that the Board, at the time the notice is given, intends to present for action by the Members. In the case of a special meeting, the following additional notice requirements apply: (a) the notice shall state those matters that the Board, at the time the notice is given, intends to present for action by the Members; and (b) if the special meeting is called by Members, pursuant to Section 2.3 of these Restated Bylaws, the notice shall be given within twenty (20) days after receipt of the request for the meeting. If that twenty (20) day requirement is not satisfied, the Members who called the meeting may give the notice.

2.5 *Waiver of Notice or Consent of Absentees.* The transactions of any meeting of Members, however called and noticed, shall be as valid as though taken at a duly called, noticed, and held meeting, if: (a) quorum is present either in person or by proxy; and (b) either before or after the meeting, each of the Members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the Minutes of the meeting. Any such waiver, consent, or approval shall be filed with the corporate records or made a part of the Minutes of the Meeting.

2.6 *Voting Rights.* The Voting Rights provision set forth in Article 3 of the Restated Declaration is hereby incorporated by reference.

2.7 *Record Date of Membership.* The Board shall fix, in advance, a record date or dates for the purpose of determining the Members entitled to notice of and to vote at any meeting of Members. The record date for notice of a meeting shall not be more than ninety (90) nor less than ten (10) days before the date of the meeting. The record date for voting shall not be more than sixty (60) days before the date of the meeting or before the date of which the first written ballot is mailed or solicited. The Board may also fix, in advance, a record date for the purpose of determining the Members entitled to exercise any rights in connection with any other action. Any such date shall not be more than sixty (60) days prior to the action.

2.8 *Quorum; Adjournment.* At any meeting, the presence either in person or by proxy of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association shall constitute a quorum for any action except as otherwise provided in the Articles, these Restated Bylaws, or the Restated Declaration. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of Members required to constitute a quorum. If a quorum is not present at a duly called meeting, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than forty-five (45) days from the meeting date, but no other business may be transacted. An adjourned meeting may be held without written notice, provided that notice is given by announcement at the original meeting. If no such announcement is made, or if the selected date is changed after adjournment, notice of the time and place shall be given to Members in the manner provided in Section 2.4 of these Restated Bylaws. If, after the adjournment, a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting. The quorum for any adjourned meeting shall be twenty-five percent (25%).

2.9 *Proxies.* At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. A proxy shall be deemed signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by a Member or the Member's attorney in fact. Any form of proxy or written ballot distributed by any person to the membership shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted on. The proxy or written ballot shall provide that, when the

Member specifies a choice, the vote shall be cast in accordance with that choice. Every proxy shall be revocable and shall automatically cease upon conveyance of its maker's membership, or upon receipt of written notice by the Secretary of the maker's death or judicially declared incapacity. No proxy shall be valid after the expiration of eleven (11) months from its date of execution, unless otherwise provided in the proxy. However, the maximum term of any proxy shall be three (3) years from its date of execution. The maker of a proxy may revoke it by delivering a written revocation to the Association, by executing a subsequent proxy and presenting it to the meeting, or by attending any meeting and voting in person.

Any revocable proxy covering any of the following matters that require a vote of the Members is not valid as to those matters unless it sets forth the general nature of the matter to be voted upon:

- (a) Removing a Director without cause, pursuant to Section 3.5 of these Restated Bylaws;
- (b) Filling Director vacancies pursuant to Section 3.6 of these Restated Bylaws;
- (c) Entering into or approving a contract or transaction between the Association and one (1) or more of the Directors, or between the Association and any entity in which one (1) or more of the Directors has a material financial interest, when the material facts of the contract or transaction are fully disclosed pursuant to Section 7233 of the California Corporations Code;
- (d) Amending the Articles or these Restated Bylaws to repeal, restrict, create, or expand proxy rights;
- (e) Amending the Articles after approval by the Board, in accordance with Section 7812 of the California Corporations Code;
- (f) Disposing of assets other than in the usual and regular course of corporate activities pursuant to Section 7911(a)(2) of the California Corporations Code; and
- (g) Electing to dissolve the Association, by approval of a majority of all Members or by approval of both the Board and Members pursuant to Section 8610 of the California Corporations Code.

2.10 Action Taken Without a Meeting. Any action that may be taken at a meeting of the Members, except for the election of

Directors, may be taken without a meeting provided the following ballot requirements are satisfied:

- (a) The Corporation shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall be solicited in the same manner as provided in Section 2.4 of these Restated Bylaws for the giving of notice of meetings of Members.
- (b) The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, including confirmation that, if the Member specifies a choice, the vote shall be cast in accordance with that Member's choice, and provide a reasonable time within which to return the ballot, indicate the number of responses needed to meet the quorum requirement, and state the percentage of approvals necessary to pass the measure submitted;
- (c) The proposed action shall be considered approved if:
 - (1) The number of votes cast by ballot within the specified time period equals or exceeds the quorum required to be present at a meeting authorizing the action; and
 - (2) The number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- (d) No written ballot shall be revoked.

2.11 *Approval by Members Required by Statute.* Any approval by the Members of the following proposals, other than unanimous approval by those entitled to vote, shall be valid only if the general nature of the approval proposal was stated in the notice of meeting or any waiver of notice of meeting:

- (a) Removing a Director without cause pursuant to Section 3.5 of these Restated Bylaws;
- (b) Filling vacancies on the Board pursuant to Section 3.6 of these Restated Bylaws;
- (c) Entering into or approving a contract or transaction between the Association and one (1) or more of the Directors, or between the Association and any entity in which one (1) or more of the Directors has a material financial interest, when

the material facts of the contract or transaction are fully disclosed pursuant to Section 7233 of the California Corporations Code;

- (d) Amending the Articles after approval by the Board, in accordance with Section 7812 of the California Corporations Code; or
- (e) Electing to dissolve the Association, by approval of a majority of all Members or by approval of both the Board and Members pursuant to Section 8610 of the California Corporations Code.

ARTICLE 3. - BOARD OF DIRECTORS

3.1 *Number.* The affairs of this Association shall be managed and its duties and obligations performed by an elected Board of Directors, consisting of five (5) persons.

3.2 *Nomination.* Nominations for election to the Board of Directors may be made by any of the following:

- (a) Provided any member submits a statement to the Board declaring his or her desire to be nominated for a position on the Board (i) not less than sixty (60) days prior to the Annual Meeting at which the Director is to be elected or, (ii) thirty (30) days after notification of request for nominees, such member's name shall be included in the list of nominations to be voted on at the meeting;
- (b) Any Member who is present in person, or by the proxy of any Member who is present by proxy, and who is nominated from the floor at the annual Meeting of Members at which the Director is to be elected; or
- (c) The Board, which can make nominations at any time.

3.3 *Election.* Elections of members to the Board of Directors shall be held at the annual meeting of the Association, where the Members shall fill, by election, all positions on the Board which shall become vacant at such meeting. However, if an annual meeting is not held or does not include an election, the election may be held at a special meeting of Members called for that purpose. Voting for Directors shall be by secret written ballot. At an election, the Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Restated Bylaws. Each Member entitled to vote on the election may cumulate his or her votes and give one (1) candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Member is

entitled, or distribute the Member's votes on the same principle among as many candidates that have been placed in nomination prior to voting.

3.4 *Term.* Each Director shall hold office until the election of his or her successor or until the Director's death, removal, or judicial adjudication of mental incompetence. Directors shall be elected at each annual meeting to fill the vacancies of those Directors whose term then expires. At the May, 1991, Annual Meeting, the three candidates who receive the highest number of votes shall each serve for two (2) year terms. The two (2) candidates who receive the next highest amount of votes shall each serve for a one (1) year term. Thereafter, the term of all elected Directors shall be two (2) years each.

3.5 *Removal.* Directors may be removed as follows:

- (a) The Board may declare vacant the office of a Director on the occurrence of any of the following events:
 - (1) The Director is declared of unsound mind by a final order of Court;
 - (2) The Director is convicted of a felony; or
 - (3) The Director has failed to attend three (3) consecutive regular meetings of the Board; and
- (b) One (1) or more Directors may be removed prior to the expiration of their terms, without cause, at an annual or special meeting of the Members. Any removal without cause shall be approved by the vote of members representing a majority of a quorum of the membership. Notwithstanding the foregoing, unless the entire Board is removed from office by the vote of the Members, an individual Director shall not be removed prior to the expiration of his or her term of office if the number of votes cast against the removal, or not consenting in writing to the removal, would be sufficient to elect the Director if voted cumulatively at an election at which the same total number of votes were cast (or, if the action is taken by written ballot, all Memberships entitled to vote were voted) and the entire number of Directors authorized at the time of the Director's most recent election were then being elected.

3.6 *Vacancies.* Any vacancy on the Board caused by the death or resignation of a Director shall be filled by the remaining Directors. The successor shall serve for the unexpired term of his or her predecessor. The Board shall not fill a vacancy on the

Board created by the removal of a Director, except with the vote or written assent of a majority of the Members.

3.7 *Compensation.* No Director shall receive any compensation for any service he or she may render to the Association in his or her capacity as a Director; provided, however, that a Director may be reimbursed for actual out of pocket expenses incurred by the Director in the performance of his or her duties.

3.8 *Powers and Duties.* The Board's powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcing the applicable provisions of the Restated Declaration, the Articles, these Restated Bylaws, and any other instruments governing the ownership, management, and control of the Project;
- (b) Paying taxes and assessments that are, or could become, a lien on all or a portion of the Common Area;
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association;
- (d) Contracting for goods and services for the Common Area facilities, and interests of the Association, subject to the limitations set forth in Section 3.9 of these Restated Bylaws;
- (e) Pursuant to resolution adopted by a majority of the Board, create committees, each consisting of two (2) or more Directors to serve at the pleasure of the Board;
- (f) Delegating its powers to any committees, Officers, or employees of the Association expressly authorized by the Governing Documents;
- (g) Preparing budgets and financial statements for the Association as prescribed in the Governing Documents;
- (h) Formulating Rules and Regulations for the use and operation of the Common Area and facilities owned or controlled by the Association;
- (i) Initiating and executing disciplinary proceedings against Members for violations of provisions of the Governing Documents in accordance with procedures set forth in the Governing Documents;
- (j) Entering any Unit to perform necessary construction, maintenance, or emergency repair work

for the benefit of the Common Area or the Members in the aggregate;

- (k) Electing the Officers of the Association;
- (l) Filling vacancies on the Board, except for a vacancy created by the removal of a Director;
- (m) Reviewing the following on at least a quarterly basis:
 - (1) A current reconciliation of the operating and reserve accounts of the Association;
 - (2) The actual reserve revenues and expenses for the current year compared to the budget for the current year;
 - (3) An income and expense statement for the operating and reserve accounts of the Association; and
 - (4) The most current account statements prepared by the financial institution where the Association has its operating and reserve accounts.
- (n) Authorizing of the withdrawal of moneys from the Association's reserve accounts, upon the signatures of two (2) Directors or one (1) Director and one (1) Officer who is not a Director.
- (o) At least once every three (3) years the Board shall cause a study of the reserve account requirements for the Project to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore or maintain is equal to or greater than one-half (1/2) of the gross budget of the Association for any fiscal year. The Board shall review this study annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review. This study shall, at a minimum, include:
 - (1) 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 thirty (30) years;

- (2) Identification of the probable remaining useful life of the components identified in (1), above, as of the date of the study;
- (3) An estimate of the cost of repair, replacement, restoration or maintenance of each major component identified in (1), above, during and at the end of its useful life; and
- (4) 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, after subtracting total reserve funds as of the date of the study.

As used herein, the term "reserve account requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace, or restore those major components which the Association is obligated to maintain.

3.9 *Limitations on Powers.* Notwithstanding the provisions of Section 3.8, the Board shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the total voting power of the Association:

- (a) Entering into a contract with a third person under which the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:
 - (1) A contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate;
 - (2) Prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short rate cancellation by the insured;
 - (3) Agreements for cable television services and equipment or satellite dish television services and equipment not exceeding five (5) years in duration; and
 - (4) Agreements for the sale or lease of burglar alarm and fire alarm equipment, installation,

and services not exceeding five (5) years' duration;

- (b) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;
- (c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;
- (d) Paying compensation to Directors or to Officers of the Association for services rendered in the conduct of the Association's business; provided, however, the Board may reimburse a Director or Officer for expenses incurred in carrying on the business of the Association; or
- (e) Filling a vacancy on the Board of Directors created by the removal of a Director.
- (f) 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. However, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses. The transferred funds shall be restored to the reserve fund within three (3) years of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a delay would be in the best interests of the Project, delay the restoration until a time which the Board reasonably determines to be necessary. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to 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. The amount of this special assessment is not subject to the limitation imposed

by Section 1366 of the California Civil Code or Section 4.6 of the Restated Declaration.

ARTICLE 4. - MEETINGS OF DIRECTORS

4.1 *Regular Meetings.* Regular meetings of the Board of Directors shall be held monthly at a time and place within the Project fixed by resolution of the Board. Notice of the time and place of the meeting shall be posted at a prominent place or places within the Common Area and shall be communicated to the Directors not less than four (4) days prior to the meeting; provided, however, that notice need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

4.2 *Special Meetings.* Special meeting of the Board shall be held when called by written notice signed by the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting shall be given to each Director four (4) days by first class mail or forty-eight (48) hours by personal delivery or by telephone or facsimile, but in no event more than fifteen (15) days prior to the date fixed for the meeting; provided, however, that notice need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. A copy of the notice shall also be posted in a prominent place or places in the Common Area of the Project.

4.3 *Quorum.* A majority of the Board shall constitute a quorum and, if a quorum is present, the decision of majority of the Directors present shall be the act of the Board.

4.4 *Open Meetings.* Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of the majority of a quorum of the Board.

4.5 *Executive Session.* The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session and the topic noted in the open session minutes. In the event the executive session does not follow an open session, the Board may still conduct an executive meeting. The agenda of such executive meeting shall be announced at the next regularly scheduled Board meeting and the topic noted in the Board meeting minutes.

4.6 *Adjournment.* A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment shall be given, prior to the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

4.7 *Action Taken Without a Meeting.* The Board may take actions without a meeting if all of the Directors consent in writing to the action to be taken. If the Board resolves by unanimous written consent to take action, an explanation of the action taken shall be posted in a prominent place or places within the Common Area within three (3) days after the written consents of all Directors have been obtained.

ARTICLE 5. - OFFICERS

5.1 *Enumeration of Officers.* The Officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The Board may appoint additional Officers pursuant to Article 5 of these Restated Bylaws. Except for the office of President, any number of offices may be held by the same person.

5.2 *Appointment and Term.* The Officers of this Association, except those Officers appointed, shall be elected annually by the Board. Any vacancies shall be filled by the Board at any time, not necessarily on an annual basis, that it deems proper. Each Officer shall hold his or her office at the pleasure of the Board.

5.3 *Election.* Immediately following the annual meeting of the Members, the Board shall elect a President, Vice-President, Secretary, Treasurer, and any subordinate officer that the Association may require.

5.4 *Duties.* Unless otherwise delegated to a managing agent, the duties of each Officer shall be:

(a) The President shall:

- (1) Preside over all meetings of the Members and of the Board;
- (2) Sign as President all deeds, contracts, and other written instruments that have been approved by the Board, unless the Board, by duly adopted resolution, authorizes the signature of a lesser Officer;
- (3) Call meetings of the Board whenever he or she deems it necessary, in accordance with rules and notice requirements imposed by the Board and the Governing Documents. The notice

period shall not be less than three (3) days except in the case of emergencies;

- (4) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association; and
- (5) Discharge any other duties required of him or her by the Board.

(b) The Vice-President shall:

- (1) Act in the place and in the stead of the President in the event of his or her absence, inability, or refusal to act; and
- (2) Exercise and discharge any other duties required of him or her by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

(c) The Secretary shall:

- (1) Keep a record of all meetings and proceedings of the Board and of the Members;
- (2) Keep the seal of the Association, if any, and affix it on all papers requiring the seal;
- (3) Serve all required notices of meetings of the Board and the Members;
- (4) Keep current records showing the names and addresses of all Members; and
- (5) Sign as the Secretary all deeds, contracts, and other written instruments that have been approved by the Board, if the instruments that have been approved by the Board, if the instruments require a second Association signature and the Board has not passed a resolution authorizing another Officer to sign in the place and stead of the Secretary.

(d) The Treasurer shall:

- (1) Receive and deposit all of the funds of the Association in any bank or banks selected by the Board;
- (2) Be responsible for and supervise the maintenance of books and records to account

for Association funds and other Association assets;

- (3) Disburse and withdraw Association funds in the manner specified by the Governing Documents and the Board; and
- (4) Prepare and distribute the financial statements for the Association required by the Restated Declaration.

5.5 *Resignation and Removal.* The Board may remove any Officer from office either with or without cause. An Officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation by the Board shall not be necessary to make it effective.

5.6 *Compensation.* An Officer shall not receive any compensation for any service he or she may render to the Association as an officer; provided, however, that any Officer may be reimbursed for actual out of pocket expenses incurred by the Officer in the performance of his or her duties.

ARTICLE 6. - BOOKS AND RECORDS

6.1 *Required Books and Records.* The Association shall maintain at its principal office:

- (a) Copies of the Governing Documents as last amended;
- (b) Adequate and correct books and records of account;
- (c) Written minutes of the proceedings of its Members, of its Board, and of committees of its Board; and
- (d) A Membership Register containing the following information about each Member: name, mailing address and telephone number.

6.2 *Inspection Rights.* The above books and records shall be made available for inspection as follows:

- (a) Any Member shall have the right to inspect the Governing Documents at the principal office of the Association, at any reasonable time during office hours;
- (b) Any Member shall have the right to inspect the books and records described herein and to copy them

at any reasonable time and for a purpose reasonably related to his or her interest as a Member. This right is subject to the power of the Board to set reasonable times for inspection, notice requirements, and fees to cover the cost of making copies of the documents requested by a Member;

- (c) Every Director shall have the absolute right to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association at any reasonable time. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE 7. - NONLIABILITY AND INDEMNIFICATION

7.1 *Definition of Agent.* For purposes of this Article, "Agent" means any present or former Director, Officer, Committee Member or any other employee or agent of the Association.

7.2 *Nonliability.* Except as provided by law, no right, power or responsibility conferred on the Board or the Architectural Committee by the Governing Documents shall be construed as a duty, obligation, or disability charged upon any Agent. No Agent shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from the Agent's acts or omissions within what the Agent reasonably believed to be the scope of his or her Association duties ("Official Acts"), except to the extent that the injuries or damage result from the Agent's willful or malicious misconduct. No Agent shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from the Agent's Official Acts, except to the extent that the injuries or damage result from the Agent's negligence or willful or malicious misconduct.

7.3 *Indemnification.* The Association shall pay all expenses actually and reasonably incurred by, and satisfy any judgment or fine levied against, any Agent as a result of any action or threatened action against the Agent to impose liability on the Agent for his or her Official Acts, provided that:

- (a) The Board determines that the Agent acted in good faith and in a manner the Agent reasonably believed to be in the best interests of the Association;
- (b) In the case of a criminal proceeding, the Board determines that the Agent had no reasonable cause to believe his or her conduct was unlawful; and

- (c) In the case of an action or threatened action by or in the right of the Association, the Board determines that the Agent acted with the care (including reasonable inquiry) that an ordinarily prudent person in a like position would use under similar circumstances.

7.4 *Approval by Board.* Any determination of the Board required under this Article must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, the determination may be made by the vote or written consent of a majority of a quorum of the Members, provided that the Agent to be indemnified shall be entitled to vote.

7.5 *Payments.* Payments made pursuant to this Article shall include amounts paid and expenses incurred in settling the action or threatened action. This Article shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law.

7.6 *Insurance.* The Association may purchase and maintain insurance on behalf of its Agents to the extent and under the circumstances provided in the Restated Declaration.

ARTICLE 8. - AMENDMENTS

These Restated Bylaws may be amended by the vote or written consent of fifty-one percent (51%) of the votes of the Membership. Notwithstanding the foregoing, the percentage of a quorum or of the voting power of the Association necessary to amend a specific clause or provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

ARTICLE 9. - TAX-EXEMPT STATUS

9.1 *Tax-Exempt Status.* The Board and Members of the Association shall conduct the business of the Association in such a manner that the Association shall qualify and be considered an organization exempt from federal and state income taxes pursuant to Internal Revenue Code Section 528 and California Revenue and Taxation Code Section 23701t, as amended.

9.2 *Filing.* The Board shall file or have filed any annual election for tax-exempt status that is required under federal or state law, and shall cause the Association to comply with the federal and state statutes, rules, and regulations pertaining to those exemptions.

CERTIFICATE OF SECRETARY
OF
AMERICANA CONDOMINIUM OWNERS' ASSOCIATION, INC.

ORIGINAL

a California Nonprofit
Mutual Benefit Corporation

I hereby certify that I am the duly elected and acting
Secretary of the above Corporation and that the foregoing Second
Amended and Restated Bylaws, comprising eighteen (18) pages
including this page, constitute the fully Amended and Restated
Bylaws as approved by the Membership of the Association.

DATED: 10-12, 1993.

[Signature]
Secretary CONNIE VERA

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On 10-12-93 before me, PATTIE GREEN
personally appeared CONNIE VERA

_____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature *[Signature]*



(This area for official notarial seal)

3008 (1/91) -- (General) First American Title Company