

AMENDED AND RESTATED BYLAWS

OF

BRISA DEL MAR COMMUNITY ASSOCIATION

ARTICLE I

Name and Location

The name of this corporation is Brisa Del Mar Community Association. The county in the State of California where the principal office for the transaction of the business of the Association is located is the County of Orange. The principal office is hereby fixed and located within the Covered Property, or as close thereto as practicable in the County. The Board is hereby granted full power and authority to change said principal office from one location to another within the County.

ARTICLE II

Definitions

All terms as used in these Bylaws shall, unless stated otherwise, be defined as set forth in that certain Declaration of Covenants, Conditions and Restrictions which defines the Association named herein in the Article thereof entitled "Definitions" and which has been recorded by Standard Pacific, L.P., a Delaware limited partnership, in the Official Records, and any amendments thereto (the "Declaration"). All of the terms and provisions of said Declaration and any amendments thereto are hereby incorporated herein by reference.

ARTICLE III

Meetings of the Association

Section 3.01 - Annual Meetings. Each regular annual meeting of the Members shall be held on or about the anniversary date of the first annual meeting as fixed by resolution of the Board.

Section 3.02 - Place of Meeting. All meetings of Members shall be held within the Covered Property or at a meeting place as close thereto as possible as may be fixed from time to time by resolution of the Board. Unless unusual conditions exist, Members meetings shall not be held outside of the County.

Section 3.03 - Special Meetings. Special meetings of the Members for any purpose shall be called at any time by resolution of the Board or upon receipt by the president, vice president or secretary of a written request for a special meeting signed by Members representing at least five percent (5%) of the total voting power of the Association.

Section 3.04 - Notice of Meetings. Written notice of meetings, annual or special, shall be given in the manner prescribed in the Declaration to each Member entitled thereto. Notice of special meetings called pursuant to a written request signed by Members representing at least five percent (5%) of the voting power of the Association shall be delivered to the Members entitled to vote within twenty (20) days after receipt of such written request and, except as otherwise provided in the Association Management Documents for particular actions such as, and without limitation, the Article entitled "Enforcement of Bonded Obligations" of the Declaration, the meeting will be held not less than thirty-five (35) nor more

than ninety (90) days after the receipt of the written request for such meeting. Except as provided above, notices of all other meetings, annual or special, shall be sent not less than ten (10) days nor more than ninety (90) days before each meeting, and shall specify the place, the date and the time of such meeting, and: (1) in the case of a special meeting, the general nature of the business to be transacted and no other business may be transacted; or (2) in the case of the regular meeting, those matters which the Board, at the time the notice is given, intends to present for action by the Members. Any proper matter may be presented at a regular meeting for action, provided, however, that any approval of the Members required to remove a director without cause, to fill a vacancy on the Board, to ratify a transaction between the Association and one or more of its directors, to approve amendments to the Articles, or to elect to voluntarily wind-up and dissolve the Association shall be valid only if the general nature of the proposal so approved was stated in the notice of meeting or in any written waiver of notice. The notice of any meeting at which directors are to be elected shall include the names of all those who are nominees at the time the notice is given to Members.

Section 3.05 - Waiver of Notice. The transactions of any meeting of Members, however called and noticed, and wherever held, are as valid as though had at a meeting held after regular call and notice if a quorum is present, either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, 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 thereof. All such waivers, consents and approvals shall be filed within the Association records or made a part of the minutes of the meeting. Except as provided in the Section entitled "Notice of Meetings" of this Article, neither the business to be transacted at nor the purpose of any regular or special meeting of Members need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof.

Section 3.06 - Quorum. The presence at the meeting of Members, secret ballots as permitted by law, or proxies or any combination thereof entitled to cast a majority of the voting power shall constitute a quorum for any action except as otherwise provided in the Association Management Documents. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. Except for a vote of the Membership regarding Assessments pursuant to Section 4.03 of the Declaration, the quorum requirements for such adjourned meeting shall be thirty-three and one-third percent (33-1/3%) of the voting power of the Association. 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.

Section 3.07 - Adjourned Meetings. When any meeting of Members, either annual or special, is adjourned for any reason (including, without limitation, that a quorum was not present) for more than thirty (30) days or if the time and place for the adjourned meeting are not announced at the original meeting, or if a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given in the manner prescribed for the original meeting.

Section 3.08 - Approval of the Members. Except where a greater portion of the voting power is required by the Association Management Documents, a majority of the votes represented, in person, *by secret ballots as permitted by law*, or by proxy, and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum) shall constitute approval of the Members and prevail at all meetings. 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 any action taken (other than adjournment) is approved by at least a majority of the voting power required to constitute a quorum.

Any action which may be taken by the vote of the Members at a regular or special meeting, except the election of directors, the removal of directors, amendments to the Association Management Documents, an election on a special assessment or regular assessment increase requiring a membership vote, or the grant of exclusive use of common area pursuant to Civil Code Section 4600, may be taken without a meeting if done in compliance with the following provisions:

(a) The Association must distribute a written ballot to every Member entitled to vote on the matter which shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide the time within which to return the ballot to the Association, which shall be not less than fifteen (15) days from the date that the written ballot is distributed to the Members.

(b) Approval by written ballot pursuant to this Section shall be valid only when 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 the number of approvals equals or exceeds the number of votes that would be required to approve such action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) Ballots shall be solicited in a manner consistent with the requirements of the Section entitled "Notice of Meetings" of these Bylaws. All such solicitations shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted.

(d) Any form of written ballot distributed to the Members shall afford an opportunity on the form of written ballot to specify a choice between approval or disapproval of each matter or group of related matters which, at the time the written ballot is distributed, are intended to be acted upon by such written ballot, and shall provide, subject to reasonable specified conditions, that where the Member solicited specifies a choice with respect to any such matter the vote shall be cast in accordance therewith.

(e) A written ballot may not be revoked.

Section 3.09 - Proxies.

(a) Every Member entitled to vote or execute consents shall have the right to do so either in person, or by an agent or agents authorized by a written proxy executed by such Member or his duly authorized agent and filed with the Secretary of the Association; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. All proxies must satisfy the requirements of Section 7613 of the California Corporations Code or any successor statute thereof. All proxies cast in connection with any topic governed by Civil Code Section 5100 must conform to the requirements of that Section. If the Association has one hundred (100) or more Members, any form of proxy distributed to ten (10) or more Members must comply with the requirements of Section 7514 of the California Corporations Code or any successor statute thereto.

(b) Any revocable proxy concerning certain matters which require a vote of the Members is not valid as to such matters unless it sets forth the general nature of the matter to be voted on. These certain matters are as follows:

- (i) removal of a director without cause;
- (ii) filling vacancies on the Board created by removal of a director;
- (iii) approval of transactions involving directors;
- (iv) amendment of the Articles;
- (v) sale, lease, conveyance, exchange, transfer or other disposition of all or substantially all of the assets of the Association;
- (vi) merger of the Association with another corporation; (vii) amendment of an agreement of merger;
- (viii) voluntary dissolution of the Association;
- (ix) distribution of the Association's assets upon dissolution.

(c) Any form of proxy distributed to the Members shall afford an opportunity on the proxy to specify a choice between approval and disapproval of each matter or group of related matters which, at the time the proxy is distributed, are intended to be acted upon at the meeting for which the proxy is solicited except it shall not be mandatory that a candidate for election to the Board be named in the proxy. The proxy shall provide, subject to reasonable specified conditions, that where the Member solicited specifies a choice with respect to any such matter the vote shall be cast in accordance therewith and shall also identify the person or persons authorized to exercise the proxy and the length of time it will be valid.

ARTICLE IV

Election of Directors

Section 4.01 - Number and Qualification. The Board shall consist of five (5) directors until changed by an amendment to this Section of these Bylaws. A director must be a Member who meets the criteria set forth below. Only one (1) Member per Lot shall be eligible to serve on the Board at the same time.

A. **Candidacy Requirements.** Members who meet the following criteria are qualified to be elected or appointed to the Board of Directors:

- i) The Member must not be more than thirty (30) days delinquent in the payment of any Assessment; and
- ii) At the time of the proposed election or appointment, the Member's privileges are not in suspension for violation of the Association Management Documents as provided for within Section 10.02 of these Bylaws.

B. **Incumbent Requirements.** To remain qualified to serve on the Board of Directors following election or appointment, a Member who has been elected or appointed to the Board of Directors must:

- i) Not be more than thirty (30) days delinquent in the payment of any Assessment; and

ii) Comply with the Association Management Documents and correct, within such period of time as the Board may reasonably determine, any violation of the Association Management Documents for which that director has, following notice and hearing, been determined to be responsible.

Section 4.02 - Election and Term. The directors shall continue to be elected for staggered, two (2) year terms.

Election of directors shall be by secret written ballot. All directors shall hold office until their respective successors are elected.

Section 4.03 - Election Rules. The Board of Directors shall, subject to the membership notice and comment procedures set forth in California Civil Code Sections 4340 through 4370, or any comparable superseding statutes, adopt and publish election rules as required by California Civil Code Section 5100 or any comparable superseding statutes.

Section 4.04 - Cumulative Voting. Every Member entitled to vote for any election of directors shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which he is entitled, or to distribute his votes on the same principle among as many candidates as he shall think fit. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected.

No Member shall be entitled to cumulate votes for a candidate or candidates unless such candidate's name or candidates' names have been placed in nomination prior to the voting and the Member either in person or by proxy has given notice at the meeting, prior to the voting, of the Member's intention to cumulate votes. If anyone Member has given such notice, all Members may cumulate their votes for candidates in nomination.

Section 4.05 - Removal of Directors. At any meeting of the Members of which notice has been properly given as provided in these Bylaws, and subject to the voting requirements set forth within California Corporations Code Section 7222 or any comparable superseding statute, the entire Board or any individual director may be removed from office, provided that the same notice of said meeting has also been given to said entire Board or any individual director whose removal is to be considered at said meeting.

Pursuant to California Corporations Code Section 7221(b), the Board, by a majority vote of the directors who meet all of the required qualifications to be a director, may remove a director who fails or ceases to meet any required qualification that was in effect at the beginning of that director's current term of office.

Section 4.06 - Vacancies. A vacancy or vacancies shall be deemed to exist on the Board in case of the death, resignation or removal of any director. If the Members shall increase the authorized number of directors but shall fail to elect the additional directors as provided for at the meeting at which such increase is authorized, or at an adjournment thereof, or in case the Members fail to at any time elect the full number of the authorized directors, a vacancy or vacancies shall be deemed to exist.

Vacancies on the Board, except for a vacancy created by the removal of a director, may be filled by a vote of a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual meeting of Members, or at a special meeting called for that purpose. The Members may at any time elect directors to fill any vacancy not filled by the directors, and may elect the additional directors at the

meeting at which an amendment of the Bylaws is voted authorizing an increase in the number of directors.

If any director tenders his resignation to the Board, the Board shall have power to elect a successor who will take office at such time as the resignation shall become effective. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE V

Meetings of the Board

Section 5.01 - Regular Meetings.

(a) Organizational Meeting. Immediately following each annual meeting of the Members, the Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business. Notice of such meeting, including an agenda, shall be given to the Members as provided for in Section 5.04 of this Article.

(b) Other Regular Meetings. Regular meetings of the Board shall be set by Resolution of the Board. In no event shall regular meetings of the Board be held less than once every three (3) months. Notice of such meeting, including an agenda, shall be given to the Members as provided for in Section 5.04 of this Article.

Section 5.02 - Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President, or by any two (2) directors other than the President, after not less than two (2) days prior written notice to each director and, as applicable, notice to the membership as set forth within Section 5.04 of this Article. Notice of special meetings of the Board of Directors shall be delivered to each Director by first-class mail postage prepaid, personally, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, or electronic mail. The term delivery shall have the same meaning as defined within Civil Code Section 4050 or any comparable superseding statute.

Section 5.03 - Place of Meetings. All meetings of the Board shall be held at the principal office of the Association, or at any other place or places within the Covered Property designated at any time by resolution of the Board or by written consent of all members of the Board unless in the judgment of the Board a larger meeting room is required than exists within the Covered Property in which case the meeting room selected shall be as close as possible to the Covered Property.

Section 5.04 - Notice of Meetings. The term Open Meeting Act shall refer to California Civil Code Sections 4900 through 4955, or any comparable superseding statutes, regarding the right of members to attend Board meetings. With the exception of emergency meetings, all Members of the Association shall be given notice of the time and place of the Board meetings, including the agenda, in accordance with the Open Meeting Act. For purposes of this Section, an emergency meeting of the Board means a meeting called by the President or by any two Members of the Board under circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board in which of necessity make it impracticable to provide prior notice to the Members as required by the Open Meeting Act.

Section 5.05 - Adjournment. A majority of the directors present, whether or not a quorum is present,

may adjourn any meeting to another time and place. If a Board meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of adjournment.

Section 5.06 - Waiver of Notice. The transaction of any business at any meeting of the Board, however called and noticed to the directors, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present and each director who attends does so without protesting, either prior thereto or at its commencement, the lack of notice to such director, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 5.07 - Quorum. A majority of the number of directors as fixed by these Bylaws shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinbefore provided. Every act or decision made or done by at least three (3) of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by statute or under any of the Association Management Documents.

Section 5.08 - Attendance by Members. Regular and special Board meetings shall be open to all Members; provided, however, no Member who is not an officer or director shall participate in any deliberation or discussion unless expressly authorized by a majority of a quorum of the Board. The Board may meet in executive session exclusive of all Members who are not directors to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, matters relating to the formation of contracts, member discipline, to meet with a Member, upon the Member's request, regarding the payment of the Member's assessments, or for any other purpose as authorized in The Open Meeting Act. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following meeting that is open to the entire membership.

Section 5.09 - Virtual Attendance. Members of the Board may participate in a meeting through use of conference telephone pursuant to California Civil Code Section 4090(a)(2) or comparable superseding statute.

ARTICLE VI

Powers, Duties and Limitations

Section 6.01 - Powers and Duties. Subject to limitations of the Association Management Documents and of the California Corporations Code as to action to be authorized or approved by the Members and Eligible Mortgage Holders, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board. Without prejudice to such general powers but subject to the same limitations, the Board is vested with and shall have the following powers and duties, to wit:

(a) Association Management Documents: the duty to enforce the provisions of the Association Management Documents and other instruments for the ownership, management and control of the Covered Property and carry out the obligations of the Association;

(b) Real and Personal Property Taxes: the duty to pay any taxes and assessments which are, or could become, a lien on the Common Area or any portion thereof;

(c) Insurance: contract for insurance on behalf of the Association or its Members pursuant to the Article entitled "Insurance" of the Declaration;

(d) Contracts for Goods and Services: the power to contract for goods and/or services for the Common Area Facilities and interests, for the benefit of the Owners and for the Association;

(e) Delegation of Powers: the power to delegate to committees, officers, employees or agents any of its duties and powers under the Association Management Documents; provided, however, no such delegation to a professional management company, the Architectural Committee or otherwise shall relieve the Association of its obligation to perform such delegated duty;

(f) Budgets and Financial Statements: the duty to prepare budgets and financial statements for the Association as prescribed in the Bylaws;

(g) Rules and Regulations: the power to formulate rules of operation for the Common Area and facilities owned or controlled by the Association, including without limitation, the right to limit the number of guests of Owners and the use of the recreational facilities, if any, on the Common Area by persons not in possession of a Parcel but owning a portion of the interest in a Parcel required for membership;

(h) Disciplinary Proceedings: the duty to initiate and execute disciplinary proceedings against Owners for violations of provisions of the Association Management Documents in accordance with the procedures set forth in the Bylaws;

(i) Right of Entry: The power to enter upon any Parcel as necessary to discharge its powers and obligations under the Association Management Documents which include the construction, maintenance or emergency repair for the benefit of the Common Area or the Owners. Entry may be made without notice in the event of any emergency repair involving potential danger to life or property or as necessary to repair or maintain the Common Area so as not to deprive other Owners of the proper use thereof, for example, but without limitation, the repair of utility installations or structures that service other Parcels and for any emergency involving illness. Entry for any other allowable purpose shall be made at any reasonable time, after notice to the Owner of not less than three (3) days. Any entry shall be made with as little inconvenience to the Owners as practicable.

(j) Election of Officers: the duty to elect officers of the Board pursuant to the Section entitled "Officers" of the Article entitled "Officers" of the Bylaws;

(k) Vacancies on the Board: The power to fill vacancies on the Board except vacancies created by the removal of a director by the Members;

(l) Manage Property: the duty to maintain and otherwise manage: (i) all easements and real property and all facilities, Improvements and landscaping thereon in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association, (ii) all personal property in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association, and (iii) all property, real or personal, which the Association is obligated to repair or maintain pursuant to the Association Management Documents including without limitation, the Article entitled "Repair and Maintenance" of the Declaration;

(m) Contribution to Reserves: the duty to accept and administer on behalf of and for the benefit of the Owners any initial working capital fund or contingency reserve fund established by the Declarant, if any, pursuant to an agreement between the Declarant and any of the Federal Agencies;

(n) Provide Documents and Statements: the duty to provide documents and information pursuant to California Civil Code Section 4525 or any comparable superseding statute in connection with the transfer or sale of a Lot;

(o) Grant Rights: the power to grant permits, licenses and easements on, over and under the Common Area for utilities, roads and other purposes not inconsistent with the intended use and occupancy of the Covered Property and reasonably necessary or useful for the proper maintenance or operation of the Covered Property, provided that such permits, licenses and easements shall not unreasonably interfere with the right of any Owner to the use and enjoyment of his Parcel and the Common Area;

(p) Contracts With Mortgagees: the duty to negotiate and enter into contracts with Mortgagees and mortgage insurers and guarantors as may be necessary and desirable to facilitate the availability of loans secured by Mortgages within the Covered Property;

(q) Borrow Money: the power to borrow money as may be needed in connection with the discharge by the Association of its powers and duties and for the purpose of improving, replacing or restoring the Common Area or adding new Common Area;

(r) Dedicate Common Area: the power to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other entity;

(s) Special Tax Assessment District: the power to establish in cooperation with the Local Government a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association;

(t) Corporate Seal: the power to adopt and use a corporate seal;

(u) Membership Certificates: the power to issue appropriate membership certificates evidencing membership in the Association;

(v) Tax-Exempt Status: the duty to conduct the business of the Association in such manner that the Association can 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. The Board shall cause to be timely filed any annual election for tax-exempt status as may be required under federal or state law, and shall undertake to cause the Association to comply with the statutes, rules and regulations which have been or shall be adopted by federal and state agencies pertaining to such exemptions; and

(w) the duty to comply with the requirements of Section 1365.5 of the California Civil Code, or any successor statute thereof, which, until supplemented or amended, requires the Board to review on a quarterly basis (1) a current reconciliation of the Association's operating accounts, (2) a current reconciliation of the Association's reserve accounts; (3) the current year's actual reserve revenues and expenses compared to the current year's Budget, and (4) an income and expense statement for the Association's operating and reserve accounts, and further requires the Board to review the latest account statements prepared by the financial institutions where the Association has its operating and reserve

accounts.

Section 6.02 - General Limitations and Restrictions. In addition to the limitations and restrictions enumerated elsewhere in the Association Management Documents, including without limitation, the Article entitled "Mortgagee Protection" of the Declaration and the Section entitled "Additional Contractual Restrictions" of this Article, the Board shall be prohibited from taking any of the following actions without the vote or written assent of a majority of the total voting power of Members:

(a) **Long Term Contracts:** enter into a contract with a third person wherein 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:

(i) a management contract the terms of which have been approved by the FHA and VA;

(ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(iii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the applicable policy permits short rate cancellation by the insured;

(iv) lease agreements for laundry room fixtures and equipment of not to exceed five (5) years duration; and

(v) agreement for cable television services and equipment or satellite dish television services and equipment of not to exceed five (5) years duration; and

(vi) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five (5) years duration.

(b) **Sale of Real or Personal Property:** sell any real or personal property of the Association with an aggregate fair market value in excess of five percent (5%) of said estimated Common Expenses during any fiscal year. The transfer of real property by the Association to "WSLA" or its successor of a portion of the "SP Property" as described in greater detail in the Agreement Between Landowners shall be exempt from this limitation and may be performed by the Board without a vote of the Members.

(c) **Compensation:** pay compensation to directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association. Nothing herein contained shall be construed to preclude any director or officer from serving the Association as agent, counsel, or any capacity other than as such director or officer and receiving compensation therefor;

Section 6.03 - Additional Contractual Restrictions. Any agreement for professional management shall not exceed three (3) years in duration and shall be terminable (i) for cause on not more than thirty (30) days' written notice by the Association, and (ii) without cause upon ninety (90) days' written notice by either party without payment of a termination fee.

Section 6.04 - Record Date:

(a) For Notice: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to notice of any meeting of Members. Such record date shall not be more than sixty (60) days nor less than ten (10) days before the date of the meeting. If no record date is fixed, Members at the close of business on the business day preceding the day on which notice is given or, if notice is waived, at the close of business On the business day preceding the day on which the meeting is held are entitled to notice of a meeting of Members. A determination of Members entitled to notice of a meeting of Members shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting.

(b) To Vote: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to vote at a meeting of Members. Such record date shall not be more than sixty (60) days before the date of the meeting. Such record date shall also apply in the case of an adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting. If no record date is fixed, Members on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting of Members or, in the case of an adjourned meeting, Members on the day of the adjourned meeting who are otherwise eligible to vote are entitled to vote at the adjourned meeting of Members.

(c) To Cast Ballots: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to cast written ballots in accordance with the Section entitled "Approval of the Members" of the Article entitled "Meetings of the Association" of these Bylaws. Such record date shall not be more than sixty (60) days before the day on which the first written ballot is mailed or solicited. If no record date is fixed, Members on the day the first written ballot is mailed or solicited who are otherwise eligible to vote are entitled to cast written ballots.

(d) For Exercise of Rights: The Board may fix, in advance, a date as the record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action. Such record date shall not be more than sixty (60) days prior to such other action. If no record date is fixed, Members at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later, are entitled to exercise such rights.

Section 6.05 - Checks and Drafts. The signature of two (2) directors of the Board shall be required for the withdrawal of funds from the Association's reserve account. All other checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such officer or officers, employee, employees, agent or agents of the Association and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 6.06 - Contracts; How Executed. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 6.07 - Indemnification. To the maximum extent permitted by and in accordance with the requirements and procedures of Section 7237 of the California Corporations Code or any successor

statute thereof, as interpreted by the judiciary from time to time, the Association shall reimburse, indemnify and hold harmless each present and future director, Officer, employee or other "agent" of the Association (as such term is defined in said Section 7237 or any successor statute thereof) and each person who, at the request of the Association, acts as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture or other enterprise, (hereinafter in this Section referred to as the "Association representative"), from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by such Association representative including reasonable settlement payments, in connection with any claim, action, suit or proceeding, or threat thereof, made or instituted, in which such Association representative may be involved or be made a party by reason of being or having been an Association representative or by reason of any action alleged to have been taken or omitted by such Association representative in such capacity. The right of indemnification provided in this Section shall inure to each Association representative whether or not the claim asserted is based on matters which arose in whole or in part prior to the adoption of this Section, and in the event of the death of the Association representative, shall extend to the legal representatives of such person. The right of indemnification provided in this Section shall not be exclusive of any other rights to which any person, or any other individual, may be entitled as a matter of law, under any agreement or otherwise.

Section 6.08 - Records. The Board shall cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at annual meetings of Members or at any special meeting where such statement is requested in writing by one-fourth (1/4) of the Members entitled to vote thereat.

Section 6.09 - Executive Committee. Any executive committee, empowered to act with the authority of the Board, must consist of at least two (2) directors and shall not include as members any persons who are not Association directors. Any such committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

- (a) any action for which the law requires approval of the Members or approval of a majority of all Members;
- (b) the filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (d) the appointment of other committees of the Board or the members thereof; and
- (e) the approval of any self-dealing transaction with respect to assets held in charitable trust except as provided in Section 5233(d) of the California Corporations Code or any successor statute thereof.

ARTICLE VII

Officers

Section 7.01 - Officers. The officers shall be a President, a Vice President, a Secretary and a Chief Financial Officer which officers shall be elected by and hold office at the pleasure of the Board. Any two (2) or more of such offices, except those of President and Secretary, may be held by the same person. All offices shall be held by members of the Board of Directors.

Section 7.02 - Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions of the Sections entitled "Subordinate Officers" and "Vacancies" of this Article, shall be chosen annually by the Board and each shall hold his office until he shall resign or shall be removed or otherwise be disqualified to serve, or until his successor shall be elected and qualified.

Section 7.03 - Subordinate Officers. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 7.04 - Removal and Resignation. Any officer may be removed, either with or without cause, by the vote of a majority of all the directors then in office at any regular or special meeting of the Board at which a quorum is present.

Any officer may resign at any time by giving written notice to the Board or to the President or to the Secretary of the Association. Any such resignation shall take effect as of the date of the 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.

Section 7.05 - Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by election or appointment by the Board as prescribed in these Bylaws.

Section 7.06 - President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. The President shall preside at all meetings of the Members and of the Board. He shall be an ex officio member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of the President of a corporation, and shall have other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7.07 - Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the office of President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or the Bylaws.

Section 7.08 - Secretary. The Secretary shall keep, or cause to be kept, a book of Minutes at the principal office or such other place as the Board may order, of all meetings and proceedings of the Board and its committees and of the Members, with the time and place of the holding of same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present or represented at Members' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office, a membership register showing the names and addresses of all members of the Board, the names of the Members and the addresses furnished by such Members for purpose of notice.

The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by the Bylaws or by law to be given, and he shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 7.09 - Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association. The books and records of account shall at all reasonable times be open to inspection by any director or by any Member.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE VIII

Budget and Statements

Section 8.01 - Distribution of Statements. The statements described in this Article shall be prepared and distributed to each Member and to holders, insurers and guarantors of First Mortgages at the times and in the manner provided in this Article.

Section 8.02 - Budget. A pro forma operating budget shall be distributed not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year consisting of the information required by Civil Code Section 5300 or any comparable superseding statute including, without limitation, the following information:

- (a) estimated revenue and expenses on an accrual basis;
- (b) the amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies;
- (c) an itemized estimate of the remaining life of, and the methods of funding used to defray the future repair, replacement or additions to major components of the common facilities and areas for which the Association is responsible;
- (d) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the future repair, replacement or additions to major components of the common facilities and areas for which the Association is responsible;

In lieu of the distribution of the pro forma operating budget required by this Section, the Board may elect to distribute a summary of the pro forma operating budget to all Members with a written notice that the pro forma operating budget is available at the principal office of the Association and that copies will be provided upon request at the expense of the Association. If any Member requests that a copy of the pro forma operating budget be mailed to the Member, the Association shall mail the copy to the Member by first-class mail at the expense of the Association within five (5) days. The written notice that is distributed to each Member pursuant to this paragraph shall be in at least ten (10) point bold type on the front page of the summary of the pro forma operating budget.

Section 8.03 - Annual Report. An annual report containing the following shall be distributed to each Member within one hundred twenty (120) days after the close of the Association's fiscal year:

- (a) a balance sheet as of the end of such fiscal year;
- (b) an operating (income) statement for such fiscal year;
- (c) a statement of changes in financial position for such fiscal year;
- (d) A copy of the review of the annual report shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income to the Association exceeds Seventy-five Thousand Dollars (\$75,000).
- (e) a statement of the place where the names and addresses of the current Members may be found; and
- (f) any information regarding insider transactions required to be reported by Section 8322 of the California Corporations Code or any successor statute thereof.

The report required by this Section shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Association that such statements were prepared without audit from the books and records of the Association. .

Section 8.04- Quarterly Reconciliation. The Board shall perform the following on not less than a quarterly basis during the Association's fiscal year.

- (a) Cause a current reconciliation of the Association's operating accounts to be made and review the same.
- (b) Cause a current reconciliation of the Association's reserve accounts to be made and review the same.
- (c) Review the current year's actual reserve revenues and expenses compared to the current year's budget.
- (d) Review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts.
- (e) Review an income and expense statement for the Association's operating and reserve accounts.

Section 8.06 5- Statement of Practices and Remedies. A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of its Assessments against its Members shall be annually delivered to the Members during the 90 day period immediately preceding the beginning of the Association's fiscal year.

Section 8.07 - Rights of First Mortgagees. In the event the Covered Property contains fifty (50) or more Parcels, the Association must provide at its expense an audited statement for the preceding fiscal year of the Association to any holder, insurer or guarantor of any First Mortgage secured by a Parcel who has submitted a written request therefor or, if such audited statement is not then completed and available, within one hundred twenty (120) days after the close of such fiscal year. In the event there are fewer than fifty (50) Parcels within the Covered Property, and there is no audited statement available, any mortgage holder shall have the right to have an audited statement prepared at its own expense.

ARTICLE IX

Inspection of Records

Section 9.01 - Availability of Documents. The Association shall make documents available for inspection and copying by Members as set forth within California Civil Code Section 5205, or any comparable superseding statute.

Section 9.02 - Inspection By Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association, all as provided in the California Corporations Code. Without limiting the generality of the foregoing, the right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE X

Discipline of Members

Section 10.01 - Association Rules. The Board shall also have the power to, subject to the Member notice and comment procedures set forth within Civil Code Sections 4340 through 4370 or any comparable superseding statutes, adopt, amend, and repeal Association Rules which shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the violation of use restrictions, the use of the Common Area, trash collection and disposal, maintenance obligations and the Penalty Assessments or other discipline that may be imposed for failure to comply with any of the requirements of the Association Management Documents; provided, however, that the Association Rules may not discriminate among Owners and shall not empower the Association to suspend any Owner's right to use any portion of the Common Area to gain access to his Parcel or cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his Parcel on account of the failure of such Owner to comply with the provisions of the Association Management Documents, except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments duly levied by the Association. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established in the Declaration for the delivery of notices. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby.

Section 10.02 - Enforcement. The Board shall have the right, after notice and hearing as hereinafter provided, to take disciplinary action against any Owner for a violation of any provision of the Association Management Documents, which includes, without limitation, the right to make necessary repairs or perform maintenance which is the responsibility of the Owner, levy Penalty Assessments, and/or suspend the voting rights and right to use the recreational facilities located within the Common Area. A suspension of voting or other privileges may be imposed for a period of not more than thirty (30) days unless the infraction (including the nonpayment of Assessments) continues beyond such period of time in which event such suspension may be imposed for as long as the violation continues. A decision cannot be made and discipline cannot be imposed by the Association unless the Member is given fair and reasonable notice and a hearing. The procedural requirements are mandated by California Corporations Code Section 7341, and any successor statute thereof, and until such Section of the Corporations Code is amended or supplemented to provide otherwise, shall be as follows:

(a) Upon finding by the Board of a violation of any provision of the Association Management Documents for which notice and hearing is required, the Board shall give notice of the violation to the Owner which notice shall briefly describe the violation and set a date for a hearing before the Board or a committee selected by the Board for such purpose. The Board may delegate its powers under this Section to a duly appointed committee of the Association.

(b) Such hearing shall be held not less than thirty (30) days nor more than sixty (60) days from the date of said written notice to the accused Owner.

(c) Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine any person offering at such hearing evidence adverse to such Owner. The Board or any such committee shall deliver to the accused Member within seven (7) days after the hearing a written decision which specifies the Penalty Assessment levied, if any, and the reasons therefor. The Board or such committee may determine that corrective work (such as, and without limitation, for any installation, removal, repair, replacement, reconstruction or maintenance of Improvements) shall be accomplished by the Association in which event the cost of such corrective work may be levied against the violating Owner as a Penalty Assessment. In the event the Board or any such committee determines that such corrective work is to be accomplished by the violating Owner, the Board or any such committee shall set another date by which the violation is to be corrected by the Owner. A decision of such committee may be appealed to the Board but a decision of the Board shall be final.

(d) If the violation is one that requires corrective work, and continues to exist after the time limitation imposed by a final decision of the Board or such committee, the Board or such committee may cause such corrective work to be accomplished. In such event the Board shall give written notice of such election to the violating Owner and the following shall apply:

(i) The Owner shall have no more than ten (10) days following receipt thereby of said written notice of election in which to select a day or days upon which such corrective work shall be accomplished;

(ii) The date which said Owner selects shall be not less than ten (10) days nor more than thirty (30) days following the last day of the ten (10) day period specified in such notice of election;

(iii) If said Owner does not select such day or days within the ten (10) day period specified in such notice of election, the Board or such committee may select a day or days upon which such corrective work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of the ten (10) day period specified in such notice of election; and

(iv) Unless the Owner and the Board otherwise agree, such corrective work shall take place only during daylight hours on any day, Monday through Friday, excluding holidays.

(e) If the Association pays for all or any portion of such corrective work required to correct a violation, such amount shall be reimbursed by said Owner.

ARTICLE XI

Amendment Provisions

Section 11.01 - Powers of Members. These Bylaws may be amended or repealed by the vote or written assent of a majority of the voting power of Members. Notwithstanding the above, the percentage of the voting power of Members 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. An amendment to this Section or any other Section of these Bylaws pertaining to voting rights must further have the approval of the voting power of the Owners and of Eligible Mortgage Holders as provided in the Section entitled "Material Changes" of the Article entitled "Mortgagee Protection" of the Declaration.

Section 11.02 - Record of Amendments. Whenever an amendment or new Bylaw is adopted it shall be placed in the book of Bylaws in the appropriate place. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in said book.

ARTICLE XII

Miscellaneous

Section 12.01 - Singular Includes Plural. Whenever the context of these Bylaws requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 12.02 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of each year, except that the first fiscal year shall begin on the date of incorporation. However, the fiscal year of the Association is subject to change from time to time as the Board shall determine.

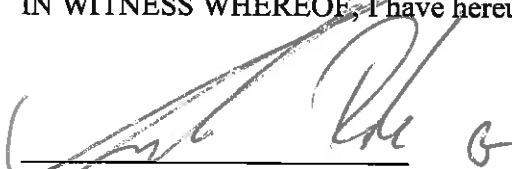
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of Brisa Del Mar Community Association, a California nonprofit mutual benefit corporation; and

(2) That the foregoing Bylaws, comprising 18 pages constitute the Amended and Restated Bylaws of said corporation as duly adopted on May 18, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18th day of May, 2015.



Charles Ramsden, Jr.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

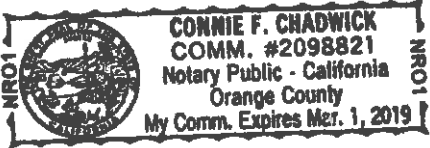
On May 18, 2015 before me, Connie F Chadwick, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charles Ramsden Jr.
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Connie F. Chadwick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Amended & Restated Bylaws Document Date: 5/18/15
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____