

Bylaws (Required Civil Code Sec. 4525)
Lynwood Owners Association

BY-LAWS OF
LYNWOOD OWNERS' ASSOCIATION

ARTICLE I

Section 1. "LYNWOOD OWNERS' ASSOCIATION" is the name of the organization of OWNERS described in Article II.

Section 2. Application: All owners, tenants, or any person claiming under such owner or tenant, that might use the facilities of this Condominium Association in any manner, are subject to the regulations set forth in these By-Laws, and any rules and regulations which may be established by the Board of Governors pursuant to the authority given to said Board under Paragraph 7, subparagraph (n), of the recorded Declaration of Covenants and Restrictions of this Condominium referred to in Article II of these By-Laws. Acquisition, rental, or occupancy of any Unit shall constitute acceptance and ratification of the provisions of the By-Laws, Articles of Incorporation and the said Declaration of Covenants and Restrictions.

ARTICLE II

Section 1. "DECLARATION": The Declaration of Covenants, Conditions and Restrictions executed by WHITECLIFF CORPORATION, dba: NEVADA-WHITECLIFF CORPORATION, on April 20, 1973, and recorded May 14, 1973, in Book 8182, Page 612, in the Office of the County Recorder of San Bernardino, California. Said "Declaration" is commonly referred to, and will be so designated herein, as "The CC&Rs".

Section 2. "COMMON AREA": The land and real property included within the boundary lines of Lot 1, Tract 8630, as per map recorded in the Office of the Recorder of San Bernardino County, California, in Book 116 of Maps, pages 36 and 37, inclusive, except those portions shown and defined as Units 1 to 184, inclusive, on the Condominium Plan recorded May 11, 1973, as Instrument No. 766, in Book 8181, pages 1144 to 12221, inclusive, and recorded ^{Oct} May 9, 1973, as ~~Instrument~~ No. ~~_____~~, in Book 8283, pages 1896 to 1961, inclusive, Official Records of San Bernardino County, California.

Section 3. "CONDOMINIUM": The entire property conveyed by the Deed to a Grantee.

Section 4. "OWNER or OWNERS": The person, persons, entity, or entities in whose name(s) title to a Condominium is vested.

Section 5. "UNIT": The boundaries of each numbered Unit are the interior unfinished surface of the perimeter walls, floors, windows, and doors thereof, all as shown on the Condominium Plan referred to in Section 2. hereof. The upper limits of each numbered Unit are the unfinished surfaces of the ceilings thereof. Boundaries of each patio, exterior balcony, or stairway are the unfinished surfaces of the floors and the boundary planes shown on said Condominium Plan.

Each of the 184 Units, separately numbered and designated on the said Condominium Plan shall be a separate freehold estate composed of the areas within the residential Unit and any patio, exterior balcony or stairway appurtenant to the residential unit.

ARTICLE III MEMBERSHIP

Section 1. Membership. There shall be but one Class of Membership in LYNWOOD OWNERS' ASSOCIATION. Members shall be the Owner or Owners in whose name(s) title to each Condominium is vested.

Section 2. Voting Rights. Whenever votes of the Owners are required under these By-Laws, each Owner shall be entitled to cast one vote for each Unit owned by said Owner, except that votes may be accumulated for purpose of election of the Board of Governors as provided in these By-Laws. Any owner may attend meetings of the Owners and vote in person, or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Board of Governors or the Manager. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Board or Manager, and shall be deemed revoked when the Board or Manager shall receive actual notice of the death or judicially declared incompetence of such Owner, or of the conveyance by such Owner of his Condominium. When there is more than one record Owner,

any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all.

Section 3. Suspension of Membership: During any period in which a member shall be in default in the payment of any monthly or special assessment levied by the Association, or be in violation of any of the rules and regulations enacted by the Board of Governors, the voting rights and right to use of the Common Area and facilities of such member may be suspended by the Board, after notice and hearing, for a period of not to exceed thirty (30) days, from and after the date of such hearing and determination of default. No Owner may waive or otherwise escape liability for the assessment provided for in the CC&Rs by nonuse of the Common Area or abandonment of his or her Condominium.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be the first Monday in February of each year, at the hour of 7:00 p.m., provided, however, that the Board, by resolution, may fix a date for the annual meeting, together with place and time, no more than thirty (30) days before or after said date. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, or by a majority of the Board of Governors, or upon written request of the members who are entitled to vote one-third (1/3) of all of the votes of the entire membership in accordance with the provisions of the CC&Rs.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personal delivery or mailing of a copy of such notice, postage prepaid, at least ten (10) days and no more than sixty (60) days before such

meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member and, in the case of a special meeting, the purpose of the meeting shall be stated.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the total votes shall constitute a quorum for any action except as otherwise provided in the CC&Rs or these By-Laws. If, however, such quorum shall not be present, the meeting shall be adjourned to a date no less than forty-eight (48) hours nor more than thirty (30) days thereafter. At such reconvened meeting, the presence of members entitled to cast at least twenty-five percent (25%) of the total vote in person or by proxy shall constitute a quorum. A meeting may only be reconvened once. Thereafter, a new meeting must be called and the original quorum requirements shall be applicable.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit, or upon receipt of notice by the Secretary or the Board of the death or judicially declared incompetence of a member, or upon the expiration of eleven (11) months from the date of the proxy.

Section 6. Action Without Meeting. Any action that may be taken at any annual or special meeting of members (except the election of Governors) may be taken without a meeting and without prior notice if the provisions of California Corporations Code, section 7513 are complied with. Written ballots must be solicited from all members and received from a number of members at least equal to the quorum applicable to a meeting of members. All such written ballots shall be filed with the Secretary of the Association and maintained in the Association's records. All solicitations of ballots shall indicate the time by which the ballot must be returned to be counted.

ARTICLE V
BOARD OF GOVERNORS

Section 1. Number. Pursuant to the CC&Rs and Articles of Incorporation of LYNWOOD OWNERS ASSOCIATION, the affairs of this Association shall be managed by a Board of five (5) Governors.

Section 2. Nomination. Nomination for election to the Board of Governors shall be made by a Nominating Committee. Notice to the members of the meeting shall include the names of all those who are nominees at the time the notice is sent. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Governors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Governors not less than sixty (60) days prior to each annual meeting of the members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Governors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to members and to solicit votes.

Section 3. Election. The Members shall elect five (5) Governors at the first annual meeting after the adoption of these amended By-Laws. Three (3) Governors shall be elected for a term of two (2) years, and two (2) Governors shall be elected for a term of one (1) year. Thereafter, as terms expire, all Governors shall be elected for a period of two (2) years. Election to the Board shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws and the CC&Rs, to wit: Every Owner entitled to vote at any election of members of the Board may cumulate his votes and give one candidate a number of votes equal to the number of members of the Board to be elected, multiplied by the number of votes to which such Owners are otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidate receiving the highest number of votes up to the number

of members of the Board to be elected shall be deemed elected.

Section 4. Term. Members of the Board shall serve for the period to which they are elected and until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an Owner, his membership on the Board shall thereupon terminate. At the expiration of the initial term of office of each respective Governor, his successor shall be elected to serve for a term of two (2) years.

Section 5. Removal; Vacancies: Unless the entire Board is removed from office by the vote of the Association members, and individual Governor shall not be removed prior to the expiration of his term of office if the votes cast against his removal would be sufficient to elect him if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Governors authorized at the time of the most recent election of Governors were then being elected. In the event of death or resignation of a Governor, his successor shall be selected by a majority of the remaining members of the Board or by a sole remaining Governor, and shall serve for the unexpired term of his predecessor. The members may elect a Governor at any time to fill any vacancy not filled by the Governors. (The Board may appoint a Governor to fill a vacancy created by removal of a Governor, but only with the vote or written consent of a majority of the voting power of the Association.)

Section 6. Compensation. No Governor shall receive compensation for any services he may render to the Association. However, any Governor may be reimbursed for his actual expenses incurred in the performance of his duties as provided in these By-Laws.

Section 7. Action Taken Without a Meeting. The Board of Governors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the Governors. Any action so taken and approved shall have the same effect as though taken at a meeting of the Board.

Section 8. Indemnification of Officers and Governors. Each Governor and officer shall be indemnified by the Association and the members against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Governor or officer of the Association, except in cases of fraud, gross negligence or bad faith of the Governor or officer in the performance of his duties.

ARTICLE VI

MEETINGS OF BOARD OF GOVERNORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held monthly on the first Monday of each month at the Association's Club House at 7:30 p.m., or at such time and place as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday, or as fixed by resolution of the Board.

Section 2. Special Meetings. Special Meetings of the Board of Governors shall be held when called by written notice signed by the president, vice-president or secretary of the Association, or by any two (2) Governors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Governor by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Governor or to a person at the Governor's office who would reasonably be expected to communicate such notice promptly to the Governor; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Governor's address or telephone number as shown on the records of the Association. Such notices shall be posted at a prominent place within the Common Area not less than seventy-two (72) hours prior to the scheduled time of the meeting. Notices sent by first class mail shall be

deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to a telegraph company at least seventy-two (72) hours before the time set for the meeting. Notice of a special meeting need not be given to any Governor who signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Quorum. A majority of the number of Governors shall constitute a quorum for the transaction of business. Every act performed or decision made by majority of the Governors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. All meetings of the Board shall be open to all members, but members other than Governors may not participate in any discussion or deliberation unless expressly authorized by a majority of a quorum of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Governors, if any action is approved by at least a majority of the required quorum for that meeting.

Section 5. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personal 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.

Section 6. Telephone Meetings. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Governors participating in the meeting can hear one another, and all such Governors shall be deemed to be present in person at such meeting.

Section 7. Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Governors who were not present at the time of adjournment, and shall be posted at a prominent place in the Common Area. An explanation of the action taken shall be posted at a prominent place within the Common Area within three (3) days after the meeting.

Section 8. Action Without Meetings. Any action required or permitted to be taken by the Board of Governors may be taken without a meeting, if all the members of the Board, individually or collectively, consent in writing to that action. Such action, by written consent, shall have the same force and effect as a unanimous vote of the Board of Governors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. An explanation of the action taken shall be posted within three (3) days after the written consents of all Board members have been obtained.

Section 9. Waiver of Notice. The transactions of any meeting of the Board of Governors, however called and noticed, or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each Governor not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Governor who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF GOVERNORS

Section 1. Powers. The Board of Governors shall have power to:

- (a) Employ a manager as provided in Paragraph 7(f) of the CC&Rs.
- (b) Adopt rules in accordance with Paragraph 7(n) of the CC&Rs.

(c) Levy and collect assessments and impose fines as provided in Paragraph 10 and 11 of the CC&Rs.

(d) Enforce these By-Laws and/or the CC&Rs provided that at least (15) days prior notice of any discipline or fine and the reasons therefor are given to the member affected, and that an opportunity is provided for the member to be heard, orally or in writing not less than (5) days before the effective date of the discipline or fine, said hearing to be before the Board. Notice shall be given as required by California Corporations Code, section 7341.

(e) Contract for goods and/or services in accordance with Paragraph 8 of the CC&Rs.

(f) Limit the number of an Owner's guests who may use the recreational facilities.

(g) The Board may delegate its authority and powers to a manager employed by the Association. However, the Board may not delegate to the manager the authority to make expenditures for capital additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the CC&Rs or rules and regulations promulgated by the Board, or to make a decision to levy monetary fines, impose special assessments against individual units, temporarily suspend an Owner's rights as a member of the Association, or otherwise impose discipline following any such hearing; to make a decision to levy regular or special assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of assessments. The Board's delegation of other duties and powers shall be revocable at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

Section 2. Duties. It shall be the duty of the Board of Governors to:

(a) Maintain the project Common Area, and other areas to be maintained by the Association pursuant to the CC&Rs, in first-class condition;

(b) Cause any sums collected by the Association to be held as a reserve for future maintenance or future replacements to be deposited in a trust account and not commingled with the Association's general funds or used for purposes other than those for which they are collected;

(c) Cause to be kept a complete record of all its acts and corporate affairs which shall be made available for inspection by the members at all reasonable times;

(d) Supervise all officers, agents and employees of this Association and see that their duties are properly performed;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or government charges levied or imposed against the property of the Association;

(g) Maintain insurance as required by Paragraph 7, subdivisions (c), (d) and (e) of the CC&Rs.

(h) Levy, collect and enforce assessments as set forth in Paragraphs 10 and 11 of the CC&Rs.

Section 3. Prohibited Acts. The Board of Governors shall not take any of the following actions except with the vote or written consent of a majority of the voting power of the Association:

(a) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five (5%) percent of the budgeted gross expenses of the Association for that fiscal year;

(b) To acquire and pay for out of the maintenance fund capital additions and improvements (other than for purposes of replacing portions of the Common Area, subject to all the provisions of the CC&Rs) having a cost in excess of One Thousand (\$1,000.00) Dollars;

(c) To enter into a service contract of a duration of more than one (1) year except with the approval of a majority of the Owners.

ARTICLE VIII

COMMITTEES

Section 1. Appointment. The Board shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board shall appoint (a) a Landscape Committee, (b) Architectural Committee, and (c) such other committees as deemed appropriate in carrying out its purposes.

Section 2. Duties. Such Committees shall function under the direction of the Board of Governors and shall have the duties given them in the CC&Rs, these By-Laws, and the resolutions by which they are created. No committee, regardless of Board resolution, may do any of the following:

(a) Take any final action on matters which, under the Non-Profit Corporation Law of California, also requires the approval of the members;

(b) Fill vacancies on the Board of Governors or in any Committee;

(c) Amend or repeal By-Laws or adopt new By-Laws;

(d) Amend or repeal any resolution of the Board;

(e) Appoint any other committees of the Board or the members of those committees;

(f) Approve any transaction to which the Association is a party and one or more Governors have a material financial interest in.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board, a Secretary, and a Chief Financial

Officer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President: The president shall preside at all meeting of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

(b) Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Chief Financial Officer: The Chief Financial Officer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all promissory notes of the Association; shall keep proper books of account; shall prepare and distribute financial statements to each member as follows:

(1) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year;

(2) A balance sheet as of an accounting date which is the last day of the month closest in time to the regular monthly meeting;

(3) Cause an annual audit of the Association books to be made by a public accountant; however, in the event said audit is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association;

(4) Distribute an annual report within one hundred twenty (120) days after the close of the fiscal year, consisting of the following: (a) Balance sheet as of the end of the fiscal year; (b) an operating (income) statement for the fiscal year; (c) statement of changes in financial position for the fiscal year; (d) any information required to be reported under section 5322 of the California Corporations Code.

ARTICLE X
USE OF UNITS AND COMMON AREA

Section 1. Each Unit shall be used for residential purposes by the Owner, his Lessees or guests, and for no other purpose;

Section 2. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board except in designated storage or parking areas.

Section 3. Nuisances: No noxious, illegal, or offensive activities shall be carried on upon any condominium, or in any part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Unit, or which shall in any way increase the rate of insurance for the project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which may in any way impair the structural integrity of any building, or which will endanger lives or health of occupants. No highly inflammable or explosive or corrosive material shall be manufactured, stored, or sold on the property.

Section 4. Signs and Advertising. No signs shall be displayed to the public view on or from any Unit or the Common Area without the prior consent of the Board; provided, however, that nothing herein contained shall be deemed to prohibit the display of signs of customary and reasonable dimensions advertising any Unit for sale; ~~and provided further that~~

Section 5. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board.

Section 6. Architectural Control: No fence, wall, obstruction, balcony, screen, awning, improvement or structure of any kind shall be commenced, erected, painted or maintained in, or removed from, the Common Area or Restricted Common Area, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board, or by the Architectural Control

Committee appointed by the Board.

Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc. shall be submitted to the Board or to the Architectural Control Committee appointed by the Board for approval as to quality of workmanship and design and harmony of external design with existing structures.

Section 7. Violation of Rules. There shall be no violation of rules for the use of the Common Area adopted by the Board and furnished in writing to the Owners, and the Board is authorized to adopt and enforce such rules;

Section 8. Garages and Parking.

(a) Garages and uncovered parking spaces shall be used solely for parking of non-commercial passenger motor vehicles, and no such area shall be used for repairing, construction or reconstruction of any vehicle, boat or any other item or things (except for emergency repairs); there shall be no overnight parking or storage of trailers, boats, campers, motor homes or trucks other than pickup trucks in said parking spaces;

(b) There shall be no parking of vehicles of any kind upon the Common Area, except in designated uncovered parking area and recreational vehicular storage areas.

Section 9. Recreational Vehicles. Recreational vehicular storage areas shall be used solely for storage of recreational vehicles such as boats, trailers, and other recreational vehicles and equipment designated by the Board, and no such areas shall be used for parking of passenger motor vehicles of any kind nor used for repair, construction or reconstruction of any vehicle, boat or any other item or thing (except for emergency service);

Section 10. Liability of Owners. The Owner of each Unit shall be liable to the Association for all damages to the Common Area or improvements thereon caused by such Owner or any occupant of his Unit, tenant, customer or guest, except for that portion of said damage, if any, fully covered by insurance. Liability of an Owner shall be established only after notice to the Owner and hearing before the Board of the Association.

Section 12. Overloading. No machinery, apparatus, or appliance or equipment shall be located in any Unit or in the Common Area which will in any manner structurally overload the electrical supply of any building or in any manner vibrate, shake or otherwise damage any portion of any building.

ARTICLE XI

BOOKS AND RECORDS

Section 1. Inspection by Members. The membership register, including names, addresses and voting rights, books of account, and minutes of meetings of the members, of the Board, and of committees shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association, or at such other place within the project as the Board shall prescribe.

Section 2. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made;
- (c) Payment of the cost of reproducing copies of documents requested by a member.

Section 3. Inspection by Governors. Every Governor 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. The right of inspection by a Governor includes the right to make extracts and copies of documents/

ARTICLE XII

AMENDMENTS

These By-Laws may be amended by a vote of the majority of the Board of Governors; or at a regular or special meeting of the members of a quorum of members present in person or by proxy.

ARTICLE XIII
MISCELLANEOUS

Section 1. Subject to any limitations contained in the CC&Rs, the Board of Governors may from time to time make, establish, and enforce rules, and establish and collect fines for violation thereof, governing the use of the property over which the Association has jurisdiction and the conduct of the users thereof. A current record of all rules, as amended from time to time, and a record of the amount of the fines (if any) established for the violation thereof, shall be kept by the Board of Governors, or Manager of the Association, and shall be available to any member at any reasonable time.

Section 2. In the case of any conflict between the CC&Rs and these By-Laws, the CC&Rs shall control.

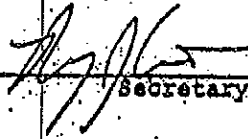
Section 3. Procedural matters at all meetings, whether of the Board or of the members, shall be governed by Robert's Rules of Order.

CERTIFICATE

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of
LYNWOOD OWNERS' ASSOCIATION, and that the foregoing By-Laws,
comprising ten (10) pages, constitute the By-Laws of said
Association as duly adopted at a meeting of the Board of
Governors duly held January 16, 1974.

IN WITNESS WHEREOF, I have hereunto subscribed my
name this 16th day of January, 1974.


Secretary