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10/26/94 - Article V, Section 2 & Article V, Section 3 Approved as to Form
10/24/2001 - Article V, Section 3 & Article V, Section 4
9/16/2002 - Article V, Section 3

JCW 12-5-73
GIBSON, DUNN & CRUTCHER
John C. Wells

BYLAWS
of
JASMINE CREEK COMMUNITY ASSOCIATION

ARTICLE I

Definitions

The following terms used in these Bylaws are defined as follows:

1. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

2. "Assessments:" The following meanings shall be given to the assessments hereinafter defined:

"Regular Assessment" shall mean the portion of the costs of maintaining, improving, repairing, managing and operating the Common Area, which is to be paid by each Owner to the Association for Common Expenses.

"Special Assessment" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed, or attorneys' fees and other charges payable by such Owner, pursuant to the provisions of the Declaration, plus interest thereon as provided for in the Declaration.

"Reconstruction Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any portion or portions of the Common Area (if any) pursuant to the provisions of the Declaration.

"Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize.

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3. "Association" shall mean and refer to the JASMINE CREEK COMMUNITY ASSOCIATION, a nonprofit corporation, incorporated under the laws of the State of California, its successors and assigns.

4. "Common Area" shall mean all real property, if any, and the improvements thereon, owned from time to time by the Association for the common use and enjoyment of the members of the Association, which upon the date of the first conveyance of a Lot subject hereto shall be that certain property described in Exhibit B.

5. "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area, including unpaid special, reconstruction and Capital Improvement Assessments; costs of management and administration of the Association, including but not limited to compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of utilities, trash pickup and disposal, gardening and other services benefiting the Common Area; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Area; reasonable reserves as appropriate; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area or portions thereof; costs incurred by the Architectural Committee; and the costs of any other item or items designated by or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Area, this Declaration, the Articles of Incorporation or the Bylaws or in furtherance of the purposes of the Association.

6. "Covered Property" shall mean and refer to all the real property known as and particularly described on Exhibit A hereto and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

7. "Declarant" shall mean The Irvine Company, a West Virginia corporation, its successors and assigns and M. J. BROCK & SONS, INC., a Delaware corporation so long as M. J. BROCK & SONS, INC., shall have a leasehold interest in and to all or a portion of the Covered Property, its successors and assigns.

8. "Lot" shall mean and refer to a recorded Lot within any tract to the extent such Lots are part of the Covered Property; provided, however, Lot shall not include any parcel which is Common Area.

9. "Member" shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant so long as Declarant is an "Owner" as hereinafter defined.

10. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Lot, including Declarant, or the vendee of a Lot under an installment sales contract, but excluding those having such interest merely as security for the performance of an obligation. If a Lot is leased by Declarant, the lessee and not Declarant shall be deemed the Owner, but if fee title to a Lot is owned other than by Declarant, the owner of the fee title and not the lessee of such Lot shall be deemed the Owner.

11. "Common Facilities" shall mean all personal property owned by the Association for the common use and enjoyment of the Members.

12. "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions recorded in Book 11218, page 1687, Official Records of Orange County, California and any amendments thereto.

13. "Board" shall mean the Board of Directors of the Association.

ARTICLE II

Office

Principal Office: The principal office for the transaction of the business of the Association is hereby fixed and located in the County of Orange, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another within said Orange County.

ARTICLE III

Members

Section 1: Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, shall be a Member of the Association. Every Member of this Association shall be subject to the provisions of the Articles of Incorporation and these Bylaws. The foregoing is not intended to include persons or entities who

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hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2: Transfer: The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or deed of trust holder of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3: Termination of Membership: Membership in the Association shall automatically terminate when such Member sells and transfers the Lot.

Section 4: Voting Rights: The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Irvine. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On the date, if any, specified in the Declaration.

Section 5: Membership Certificates: In its discretion, the Board of Directors of the Association may, but need not, issue appropriate membership certificates evidencing membership in the Association.

Section 6: Plural Memberships: A Member may own more than one membership in this Association by complying with the qualifications of membership as set forth in Section 1 of this Article.

Section 7: Assessments: The Members of the Association shall be jointly, severally and personally liable for the payment of such Assessments as may from time to time be fixed and levied by the Board pursuant to the provisions of the Declaration and these Bylaws; provided, however, such levy must be applied in a uniform manner among all Members. If such Assessments are not paid by the Member when they are due, they shall bear interest from date of delinquency at the rate of ten (10%) percent per annum, and the Board may require the delinquent member to pay a late charge.

Section 8: Enforcement of Payment of Assessments: Should any Member fail to pay his Assessments before delinquency, the Association, in the discretion of the Board, shall have the right to enforce payment of such delinquent Assessments pursuant to the Declaration.

Section 9: Curing of Delinquency: Upon the timely curing of any delinquency for which a notice of claim of lien or any such action has been filed by the Association pursuant to Section 8, the officers of the Association shall file or record an appropriate release of such notice or dismissal of such action, as the case may be, upon the payment by the delinquent Member of a fee, to be determined by the Board, to cover the costs of preparing or filing and recording such release, together with the payment of such other costs, interests or fees as shall have accrued in connection with the delinquency.

ARTICLE IV

Meetings of Members

Section 1: Place of Meeting: All meetings of members shall be held at the principal office of the Association, or at such other place in the County of Orange as may be filed from time to time by resolution of the Board of Directors.

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Section 2: Annual Meetings: The first annual meeting of the Members shall be held in Orange County, within thirty (30) days after fifty-one (51%) percent of the Lots have been sold, or within six (6) months after the sale of the first Lot, whichever occurs first, and each subsequent regular annual meeting of the Members shall be held on the same month of each year thereafter, at the hour of 8:00 o'clock p.m. in Orange County, provided, however, that the Board by resolution may fix a date for the meeting 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 3: Special Meetings: Special meetings of the members for any purpose may be called at any time by the President, or by the Board, or by any two or more Members of the Board, or by Members holding not less than twenty (20%) percent of the voting rights of the Members of the Association.

Section 4: Notices of Meetings: Written notice of meetings, annual or special, shall be given to each Member entitled to vote, either personally or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the Association, or supplied by him to the Association for the purpose of notice. All such notices shall be sent to each Member entitled thereto not less than ten (10) days, nor more than sixty (60) days before each meeting, and shall specify the place, the day and the hour of such meeting, and in case of special meetings, the general nature of the business to be transacted.

When any meeting of members, either annual or special, is adjourned for thirty (30) days or more, notice of the time and place of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement thereof at the meeting at which such adjournment is taken.

Section 5: Consent of Absentees: The transaction of any business at any meeting of Members, either annual or special, however, called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy, and if, either before or after the meeting, each

of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or 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 6: Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty (50%) percent of the voting power shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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 forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. Except where a greater portion of the voting power is required by the Articles of Incorporation, the Declaration, or these Bylaws a majority of the voting power present, in person or by proxy, shall prevail at all meetings.

Section 7: Proxies: 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 the eleven (11) months from the date of its execution.

Section 8: Action Without Meeting: Any action which, under any provision of the Articles, these Bylaws, or the General Non-profit Corporation Law of the State of California, may be taken at a meeting of Members, may be taken without a meeting if authorized by a writing signed by Members entitled to exercise the percentage of the voting power of the corporation required for a particular matter and filed with the Secretary of the corporation.

ARTICLE V

Directors

Section 1: Powers: Subject to limitations of the Articles of Incorporation, the Declaration, or these Bylaws and of the

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California Corporations Code as to action to be authorized or approved by the Members, and subject to the duties of the directors as prescribed by these Bylaws, 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 Directors are vested with and shall have the following powers; to-wit:

- (a) To select, appoint, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and/or these Bylaws, to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.
- (b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Declaration and/or these Bylaws, as the Board may deem necessary or advisable.
- (c) To change the principal office for the transaction of the business of the Association from one location to another within the County of Orange, as provided in Article II hereof; to designate any place within said County or the holding of any annual or special meeting or meetings of members; to adopt and use a corporate seal, and to prescribe the form of certificate of memberships to such persons as shall be eligible for membership, as provided in Article III of these Bylaws.
- (d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges or other evidences of debt and security therefor.

- (e) To fix and levy from time to time pursuant to the Declaration and these Bylaws Assessments upon the Members of the Association; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, such Assessments shall be fixed and levied as authorized in the Declaration and in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, and the Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. Such Assessments shall be fixed at a uniform rate for all Lots. Should any Member fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent Assessments as provided in Article III, Section 8 of these Bylaws.
- (f) To enforce the provisions of the Declaration, these Bylaws or other agreements of the Association.
- (g) To contract for and pay fire, casualty, liability and other insurance insuring the Owners, including bonding of the Members of any management body and officers' and directors' liability insurance, if deemed advisable by the Board.
- (h) To contract for any pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area or for the purposes of performing its obligations under the Declaration and to employ personnel necessary for the operation of the project, including legal and accounting services provided that any service contract shall be limited to a duration of one (1) year, except with the approval of a majority of the Members. To contract for and pay for improvements and community facilities.

- (i) To delegate its powers according to law, and subject to the approval of the Members, to adopt these Bylaws.
- (j) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots.
- (k) To fix, determine and name from time to time, if necessary or advisable, the nonprofit corporation, city or public agency which is then or there organized or operated for purposes similar to the purposes for this Association to which the assets of this Association shall be distributed upon liquidation or dissolution according to the Articles of Incorporation of this corporation. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

Section 2: Number and Qualification of Directors: The Board shall consist of the number of directors named in the Articles of Incorporation (5) until changed by amendment of the Articles, or by an amendment to this Section 2 of these Bylaws, fixing or changing such number, adopted by the vote or written assent of Members entitled to exercise a majority of the voting power; but in no event shall there be less than three (3) directors. ~~A person may serve as a Director without being a Member of the Association.~~ Amended 10/26/94. See page #19.

Section 3: Election and Term of Office: ~~Until the holding of the organizational meeting of the members referred to in Section 2, Article IV of these Bylaws, the Board shall consist of those directors who constituted the incorporators of this Association. The directors shall be elected at each annual meeting of members, but if any such annual meeting is not held, or if the directors are not elected thereat, the directors may be elected at any special meeting of members held for that purpose. All directors shall hold office until their respective successors are elected.~~ Amended 10/26/94. See page #19.

Section 4: Vacancies: Vacancies on the Board may be filled by a majority of the remaining directors, though less than a quorum, ~~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.~~

~~A vacancy or vacancies shall be deemed to exist 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.~~

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 to 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. Amended on October 24, 2001 - See page 2:

Section 5: 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 County of Orange designated at any time by resolution of the Board or by written consent of all members of the Board.

Section 6: Organization 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 is hereby dispensed with.

Section 7: Other Regular Meetings: Other regular meetings of the Board may be held without call at such place and day and hour as may be fixed from time to time by resolution of the Board provided, should said day fall upon a legal holiday, then the meeting which otherwise would be held on said day shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the Board is hereby dispensed with.

Section 8: Special Meetings -- Notices: Special meetings of the Board for any purpose may be called at any time by the Chairman or by the President, or if they are unable or refuse to act, by the Vice President or by any two directors.

Written notice of the time and place of special meetings

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shall be delivered personally to the directors or sent to each director by letter or by telegram, postage or charges prepaid, addressed to him at his address as it is shown upon the records of the Association. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at or near the place in which the principal office of the Association is located at least forty-eight (48) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as provided herein shall be due, legal and personal notice to each such director.

Section 9: Notice of Adjournment: Notice of adjournment of any Board meeting, either regular or special, need not be given to absent directors, if the time and place are fixed at the meeting adjourned.

Section 10: Waiver of Notice: The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, 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 11: Quorum: A majority of the number of directors as fixed by the Articles of Incorporation or these Bylaws shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision made or done by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board.

Section 12: Adjournment: A quorum of the directors may adjourn any Board meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any Board meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 13: Consent of Board Obviating Necessity of Meeting: Notwithstanding anything to the contrary contained in these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent

or consents shall be filed with the Minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 14: Fees and Compensations: No director or officer shall receive any salary for his services as such officer or director. 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 15: Presiding Officer: The members of the Board shall elect one of their number to act as Chairman and one of their number to act as Secretary. The Chairman shall preside at all meetings and the Secretary shall record the Minutes of all meetings of the Board of Directors and of the members.

Section 16: Indemnification of Directors, Officers and Employees: Except to the extent prohibited by then applicable law, this corporation shall reimburse, indemnify and hold harmless each present and future director, officer and employee of this corporation and each person who, at the request of this corporation acts as a director, officer or employee of any other corporation in which this corporation has an interest, from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by him, including reasonable settlement payments, in connection with any claim, action, suit or proceeding, or threat thereof, made or instituted, in which he may be involved or be made a party by reason of his being or having been a director, officer or employee of this corporation or such other corporation, or by reason of any action alleged to have been taken or omitted by him in such capacity, if a disinterested majority of the Board of this corporation (or, if a majority of the Board is not disinterested, then independent legal counsel) determines in good faith that such person was acting in good faith (a) within what he reasonably believed to be the scope of his authority or employment, and (b) for a purpose which he reasonably believed to be in the best interests of the corporation.

The right of indemnification provided in this section shall inure to each person referred to in this section, whether or not the claim asserted against him is based on matters which arose in whole or in part prior to the adoption of this section and in the event of his death shall extend to his legal representatives. The right of indemnification provided in this section shall not be exclusive of any other rights to which any such person, or any other individual, may be entitled as a matter of law (including, without limitation, his rights under Section 830 of the California Corporations Code), or under any agreement, vote of directors or stockholders or otherwise.

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ARTICLE VI

Officers

Section 1: Officers: The officers shall be a President, Vice President, a Secretary and a Treasurer, which officers shall be elected by and hold office at the pleasure of the Board of Directors. Each of the officers may, but need not, be a member of the Board of Directors. Any two or more of such offices, except those of President and Secretary, may be held by the same person. The office of President, and all other offices, may be held by someone who is not a member of the Board.

Section 2: Election: The officers of the Association, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 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 3: 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 4: 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. Subject to the provisions of Section 4 of this Article, any such resignation shall take effect as of the date of the receipt of such notice or at any later time specified herein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5: Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6: 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 may, but need not be, the Chairman 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 such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7: 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 8: 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 of directors and 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 following: (1) the names and addresses of all members of the Board; (2) the names of the members and their addresses; (3) the property to which each membership relates; (4) the number of memberships held by each member; (5) the number of votes represented by each member; (6) the number and date of membership certificates issued, if any; and (7) the number and date of cancellation of membership certificates, if any.

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 9: Treasurer: The Treasurer 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 of account shall at all reasonable times be open to inspection by any director or by any member.

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The Treasurer shall deposit all moneys 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 Treasurer and of the financial conditions 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 VII

Miscellaneous

Section 1: Record Date and Closing Membership Register:
The Board may fix a time, in the future, not exceeding fifteen (15) days preceding the date of any annual or special meeting of the Members, as a record date for the determination of the Members entitled to notice of and to vote at any such meeting, and in such case only Members of record on the date so fixed shall be entitled to notice of and to vote at such meeting, notwithstanding any transfer of any membership on the books of the Association after any record date so fixed. For the purpose of determining such record date, the Board may close the books of the Association against transfer of membership during the whole, or any part, of any such period.

Section 2: Inspection of Corporate Records: The Membership register, the books of account, and minutes of meetings of the Members' and Board meetings shall be open to the inspection of the directors and Members at reasonable times from time to time and in the manner provided in the Corporations Code of the State of California relating thereto.

Section 3: Checks, Drafts, etc.: All checks, drafts, or other 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 and in such manner as, from time to time, shall be determined by the resolution of the Board.

Section 4: Contracts, etc., How Executed: The Board, except as in these Bylaws otherwise provided, 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 5: Annual Report: The Board shall cause a copy of an annual report to be sent to each member of the Association not later than ninety (90) days subsequent to the close of the fiscal or calendar year of the Association.

Section 6: Inspection of Bylaws: The Association shall keep in its principal office for the transaction of business the original or a copy of the Bylaws as amended, certified by the Secretary, which shall be open to inspection by all of the members at all reasonable times.

Section 7: Annual Independent Audit: An annual independent audit of the account or accounts of the Association or any management body shall be made, and a copy of such audit shall be available for the inspection of each member, officer, or director of the Association within thirty (30) days of completion thereof.

Section 8: Singular Includes Plural: Wherever the context of these Bylaws requires same, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE VIII

Amendments

Section 1: Powers of Members: The Bylaws of this Association may be adopted, amended or repealed by the vote or written assent of Members entitled to exercise a majority of the voting power, or the vote of a majority of a quorum at a meeting of Members duly called for such purpose, provided the proposed amendment has been submitted to each Member together with the advance notice of said meeting.

Section 2: Powers of Directors: Subject to the right of the Members to adopt, amend or repeal these Bylaws, as provided in Section 1 of this Article VIII, at any special or regular meeting of the Board, the Board may adopt, amend or repeal any of these Bylaws,

except that only by a vote of the Members, as provided in Section 1 of this Article VIII, may the following Bylaws be amended or changed:

- (a) The provisions of Article V, Section 2, relating to the number of Directors.
- (b) The provisions of Article III, Sections 1, 2, and 3 relating to Number of Members, Qualifications of Members, Transfer of Membership, and Termination of Membership;
- (c) The provisions of Article III, Sections 4, 7 and 8 relating to Voting, Dues and Assessments, and Enforcement of Payment of Dues and Assessments;
- (d) The provisions of Article IV, Sections 2, 3 and 4 relating to Annual Meetings, Special Meetings and Notices of Meetings; and
- (e) The provisions of Article VII, Sections 2 and 7 relating to Inspection of Corporate Records and Annual Independent Audit.

Section 3: 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.

Section 4: Conflicts: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 5: Cumulative Voting: Every Member, both Class A and B Members, entitled to vote at any election for or removal 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.

JASMINE CREEK
11/8/73

Rev. 11/27/73

(18)

AMENDMENT TO BYLAWS OF
JASMINE CREEK COMMUNITY ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

Amended October 26, 1994

BE IT RESOLVED, that the Board of Directors approves amendment of Article V, Section 2, of the Bylaws to read in full as follows (stricken language indicates deletions; shaded language indicates additions):

"Section 2. Number and Qualification of Directors: The Board shall consist of the number of directors named in the Articles of Incorporation (5) until changed by amendment of the Articles, or by an amendment to this Section 2 of these Bylaws, fixing or changing such number, adopted by the vote or written assent of Members entitled to exercise a majority of the voting power; but in no event shall there be less than three (3) directors. ~~A person may serve as a Director without being a Member of the Association.~~ Only current Members of the Association, in good standing, may serve as Directors.

Pursuant to the vote of members of the Jasmine Creek Community Association entitled to exercise at least a majority of the voting power of the Association, the following amendment to Article V, Section 3, of the Bylaws is hereby adopted:

Section 3. Election and Term of Office. ~~At the 1994 annual meeting of the Members the three (3) directors receiving the highest number of votes shall be elected for two (2) year terms (with their successors to be elected for two (2) year terms at the 1996 annual meeting). Current Board Members Ray Handy and Theresa Jennings shall serve as Board Members until the 1995 annual meeting, at which time their successors shall be elected for two (2) year terms. At each annual meeting thereafter, new directors shall be elected to fill vacancies created by death, resignation, removal, judicial adjudication of incompetence, or expiration of the terms of past directors. The term of office of each director elected to fill a vacancy created by the expiration of the term of office of the respective past director shall be two (2) years. The term of office of each director appointed to fill a vacancy created by the death, resignation, or removal of his predecessor shall be the balance of the unserved term of his predecessor. Any person serving as a director may be re-elected, and there shall be no limitation on the number of terms a person may serve as director. Each director shall hold office until his successor has been elected or until his death, resignation, removal, or judicial adjudication of incompetence.~~

AMENDED OCTOBER 24, 2001 - See page 20

AMENDMENT TO
ARTICLE V, SECTION 3 OF THE BYLAWS OF
JASMINE CREEK COMMUNITY ASSOCIATION

Amended October 24, 2001

JASMINE CREEK COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation, hereby amends Article V, Section 3 of the Association's Bylaws to read in full as follows:

Section 3: Election and Term of Office:

For purposes of increasing Director terms to three (3) years and establishing staggered terms for such elected Directors, each of the currently serving directors in office prior to the 2001 Annual Meeting shall be designated respectively as Director A, B, C, D, or E as set forth below:

William Simons	A
Carolyn Bosworth	B
Merrit Johnson	C
Mary Wolff	D
Bruce Beardsley	E

The Directors succeeding each of the above-named Directors shall be assigned the same designation as his/her predecessor for purposes of this Section 3.

At the Annual Meeting held in 2001 to elect Directors to fill the seats vacated by Directors A, B, and C (due to expiration of their respective terms), the candidate who receives the largest number of votes shall succeed Director A, the candidate who receives the second largest number of votes shall succeed Director B, and the candidate who receives the third largest number of votes shall succeed Director C. The candidate who succeeds Director A shall serve an initial term of two years, expiring in the year 2003, and the candidates who succeed Directors B and C, respectively, shall each serve a term of three (3) years, expiring in the year 2004. At the Annual Meeting held in 2002, the candidates elected to fill the seats vacated by Directors D and E (due to expiration of their terms) shall each be elected to serve a term of three (3) years, expiring in the year 2005. At the Annual Meeting held in the year 2003, the candidate elected to fill the seat vacated by Director A's successor elected at the 2001 Annual Meeting, shall serve a term of three (3) years. Subject to the foregoing, commencing with the Annual Meeting in the year 2002, and each Annual Meeting held thereafter, the term of office of each Director elected to fill a vacancy created by the expiration of the term of office of the respective past Director shall be three (3) years. The term of office of each Director appointed to fill a vacancy created by the death, resignation, or removal of his predecessor shall be the balance of the unserved term of his predecessor. Each Director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of incompetence. New Directors shall be elected to fill vacancies created by death, resignation, removal, judicial adjudication of incompetence, or expiration of the terms of past Directors. No Director may serve ~~two (2) consecutive terms.~~ *more than two (2) consecutive terms.

AMENDMENT TO
ARTICLE V, SECTION 4 OF THE BYLAWS OF
JASMINE CREEK COMMUNITY ASSOCIATION
Amended October 24, 2001

JASMINE CREEK COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation, hereby amends Article V, Section 4 of the Association's Bylaws to read in full as follows:

Section 4. Vacancies:

Vacancies on the Board may be filled by a majority of the remaining Directors, though less than a quorum, and any Director either appointed by the Board or elected by the Members to fill a vacancy on the Board shall serve the then unexpired portion of the term of the Director he or she replaces.

A vacancy or vacancies shall be deemed to exist in case of the death, incompetence, resignation or removal of any Director. A majority of the Board may remove a Director and declare his office vacant if the Director fails to attend three consecutive meetings of the Board. 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.

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 to 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.

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