

**CAMEO COMMUNITY ASSOCIATION  
CORPORATE BYLAWS**

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**BYLAWS OF**

**CAMEO COMMUNITY ASSOCIATION**

**ARTICLE I**

**Definitions**

**Section 1.1:** **Articles and Bylaws:** "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.

**Section 1.2:** **Declaration:** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions imposed by The Irvine Company, a West Virginia corporation, as Declarant upon the covered property hereinafter described.

**Section 1.3:** **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.

**Section 1.4:** **Association:** "Association" shall mean and refer to Cameo Community Association, a nonprofit corporation, incorporated under the laws of the State of California, its successors and assigns.

**Section 1.5:** **Common Area:** "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.

**Section 1.6:** **Common Expenses:** "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; cost 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

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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, the Declaration, the Articles of Incorporation or the Bylaws or in furtherance of the purposes of the Association.

**Section 1.7: Covered Property:** "Covered Property" shall mean and refer to all of the real property known as and particularly described as Tract 3357, as shown on a map recorded in Book 107, pages 1 through 7, of Miscellaneous Maps, records of Orange County, California, and Tract 3519, as shown on a map recorded in Book 128, pages 18 through 21, of Miscellaneous Maps, records of Orange County, California, and subsequent to the annexation thereof pursuant to the Declaration, any real property which shall become subject to the Declaration.

**Section 1.8: Declarant:** "Declarant" shall mean The Irvine Company, a West Virginia corporation, its successors and assigns.

**Section 1.9: Member:** "Member" shall mean and refer to every person or entity who is a member in the Association pursuant to these Bylaws.

**Section 1.10: Owner:** "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 record lessee of a Lot under a lease with 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.

**Section 1.11: Common Facilities:** "Common Facilities" shall mean all personal property owned by the Association for the common use and enjoyment of the Members.

**Section 1.12: Board:** "Board" shall mean the Board of Directors of the Association.

**ARTICLE II**

**Office**

**Section 2.1: 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.

**Section 2.2: Other Offices:** Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the Association is qualified to do business.

**ARTICLE III**

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**Members**

**Section 3.1: Membership:** Every Owner shall be a Member of the Association. The terms and provisions set forth in the Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of Owners shall be appurtenant to and may not be separated from the fee or leasehold ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single Lot.

**Section 3.2: Transfer:** The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot or lease, and then only to the purchaser or Deed of Trust holder of such Lot or lease. 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 an Owner should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot or lease, the Association shall have the right to record the transfer upon the books of the Association.

**Section 3.3: Termination of Membership:** Membership in the Association shall automatically terminate when such member sells and transfers his Lot or Lease.

**Section 3.4: Voting Rights:** The Association shall have only one class of membership. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be members and 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 such lot.

**Section 3.5: 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 3.6: 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 3.1 of this Article.

**Section 3.7: Dues and Assessments:** The members of the Association shall be personally liable for the payment of such dues and assessments as may from time to time be fixed and levied by the Board of Directors pursuant to the provisions of these Bylaws; provided, however, that such levy, except for special assessments, must be applied in a uniform manner among all members. If such dues and assessments are not paid by the member when they are due, as set by the Board of Directors, they shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Board may require the delinquent member to pay a late charge. The Association may, at its option, bring an action at law against, the member personally obligated to pay the same and/or upon compliance with the notice provisions set forth in Section 3.8 hereof to foreclose the lien against the Lot or Lease pursuant to the provisions of the Declaration.

Notwithstanding the foregoing, the Board of Directors shall not levy a Regular Assessment in any fiscal year which is twenty percent (20%) greater than twelve (12) times the monthly installment of the Regular Assessment levied during the last calendar month of the preceding fiscal year without the vote or written assent of a majority of the voting power of the Association. The Board of Directors shall not levy Capital

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Improvement Assessments in any fiscal year which in the aggregate exceed five percent (5%) of the budgeted Common Expenses of the Association for such fiscal year without the vote or written assent of a majority of the voting power of the Association.

**Section 3.8: Enforcement of Payment of Dues and Assessments:** Should any member fail to pay his dues and assessments before delinquency, the Association, in the discretion of the Board of Directors, shall have the right to enforce payment of such delinquent dues and assessments by (a) filing and maintaining legal action against such delinquent member, or (b) recording in the office of the Recorder of Orange County a claim of lien for such delinquent dues and assessments against the estate and improvements thereon owned by the delinquent member and by foreclosing such lien in accordance with the laws of the State of California then in effect governing the foreclosure of mortgages on real property pursuant to the provisions of the Declaration. There shall be added to any claim hereunder the amount of such delinquent dues and assessments, the late charge, the costs of preparing and filing the complaint, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with the costs of the action.

**Section 3.9: 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 3.8, 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 of Directors, 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.

**Section 3.10: Admission and Transfer Fees:** The members of the Association shall jointly, severally and personally be liable for the payment of such fees upon admission to membership, and upon the transfer of membership, as may from time to time be fixed by the Board of Directors pursuant to Article V, Section 1 (f) of these Bylaws.

**Section 3.11: Waiver of Use:** No member may exempt himself from personal liability for assessments duly levied by the Association nor release the lot owned by him from the liens and charges authorized and provided for by those Bylaws by a waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his lot.

**Section 3.12: Delegation of Use:** Any member may delegate, in accordance with these Bylaws, his right of enjoyment of the Common Area and facilities to the members of his family or his tenants who reside on the residential building lot, subject to such person's compliance with these Bylaws and the rules and regulations of the Association.

**Section 3.13: Certificate of Payment:** Upon demand, the Association shall furnish to any member liable for assessments a certificate in writing signed by an officer of the Association setting forth whether dues and assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Association for the issuance of such a certificate. Such certificate shall be conclusive evidence of payment of any dues or assessments therein stated to have been paid.

**Section 3.14: Suspension of Rights: Declaration of Member Not in Good Standing:** During any period in which a member shall be (a) in default in any payment of annual dues or special assessments levied by the Association, or (b) in violation of these Bylaws, the published rules and regulations, or the architectural restrictions of the Association, the membership rights of such member may be suspended by the Board of

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Directors during the period of such default or violation and such member may be declared to be a member "not in good standing" of the Association. Upon payment of such assessments or compliance with the directives violated, the rights and privileges of such member shall be automatically restored. No suspension for any such infraction shall occur unless the accused member shall be given the right to be heard at a public meeting of the Board of Directors, notice of which meeting shall be mailed to the accused member, postage prepaid, not less than ten (10) days prior to such meeting.

**ARTICLE IV**

**Meetings of Members**

**Section 4.1: Place of Meetings:** All **annual meetings** of members shall be held at the principal office of the Association, or at such other place as may be fixed from time to time **by resolution of the Board of Directors**, and all other meetings of members shall be held either at the principal office or at any other place within or without the State of California, which may be designated either by the Board of Directors pursuant to authority hereinafter granted to said Board, or by the written consent of all members entitled to vote there at, given either before or after the meeting and filed with the Secretary of the Association.

**Section 4.2: Annual Meeting:** The Annual Meeting of the Members will be held during the month of May of each year on such day and at such time as may, from time to time, be designated by the Board of Directors.

**Section 4.3: Special Meetings:** Special meetings of members for any purpose may be called at any time by the President, or by the Board of Directors, or by any two or more members thereof, or by one or more members holding not less than twenty percent (20%) of the voting rights of members of the Association.

**Section 4.4: 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, or published at least once in some newspaper of general circulation in the county of said principal office. All such notices shall be sent to each member entitled thereto not less than fifteen (15) 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 4.5: 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, 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.

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**Section 4.6: Quorum:** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the voting power of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal or departure of certain members, leaving less than a quorum present.

**Section 4.7: 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 eleven (11) months from the date of its execution, unless the member executing it specifies therein the length of time for which such proxy is to continue in force, which in no case shall exceed seven (7) years from the date of execution.

**Section 4.8: Adjourned Meetings:** In the event that at any meeting of members, either annual or special there is not a quorum present, those members present, either in person or by proxy, may by a majority of the voting power, 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. At said meeting the presence in person or by proxy of the holders of twenty-five percent (25%) of the total number of memberships entitled to vote shall be requisite and shall constitute a quorum for the transaction of all business. No notice of the adjourned meeting need be given to the holders of membership.

**ARTICLE V**

**Directors**

**Section 5.1: Powers:** Subject to limitations of the Articles of Incorporation, or these Bylaws, and of the 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 of Directors. 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 the law, with the Articles of Incorporation, and/or these By-Laws, 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 therefore consistent with law, with the Articles of Incorporation 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

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place within said County for 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 membership, if any; and to authorize the issuance of memberships to such persons as shall be eligible for membership, as provided in Article III of these Bylaws.

(d) To appoint an Architectural Committee to consider and approve or disapprove plans for improvements or alterations to improvements on the lots in the Tracts subject hereto, and to fix the duties, fees and charges of said Committee, and to appoint such other Committees as the Board may choose.

(e) To borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore.

(f) To fix and levy from time to time dues and assessments upon the members of the Association; to determine and fix the due date for the payment of such dues and assessments and the date upon which the same shall become delinquent; to suspend, upon such terms and to such extent as the directors shall in their absolute discretion determine, membership privileges and the rights of any member and to declare such member to be not in good standing as provided in Section 3.14 of these Bylaws if such dues and assessments shall not be paid before delinquency, or if such member shall not comply with these Bylaws or the published Architectural Rules or other published rules and regulations of the Association; provided, however, that such dues and assessments shall be fixed and levied only to provide for the payment of taxes and assessments upon real or personal property owned, controlled or occupied by the Association, or for labor rendered or materials or supplies used and consumed, or equipment, appliances or power furnished for the maintenance, improvement or development of property subject to the management or jurisdiction of the Association, or in performing or causing to be performed any of the purposes of the Association for the benefit and advantage of its members, and the Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes as it shall deem to be necessary or advisable in the interest of the Association or its members provided, further, however, that no dues or assessments shall be so fixed and levied to provide funds for the purchase, acquisition or improvement of real property unless such purchase, acquisition or improvement shall first have been authorized and approved by the vote of seventy—five percent (75%) of the members of the Association. If any member fail to pay such dues and assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent dues and assessments as provided in Section 3.8 of these Bylaws.

(g) To fix and levy from time to time fees to be paid upon admission to membership and fees to be paid upon transfer of membership. Until any such admission fee shall be paid, the delinquent person shall not be admitted to membership in the Association; and until any such transfer fee shall be paid, any transfer of membership shall not be effective. All such fees shall be used exclusively for the purposes set forth in subsection (f) of this Article.

(h) To contract for and pay fire, casualty, liability and other insurance insuring the Association, including bonding of the members, Board of Directors of its agents, if deemed advisable by the Board.

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- (i) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the common area and to employ personnel necessary for the operation of the Association, including legal and accounting services. To contract for and pay for improvements and Community Facilities.
- (j) To delegate its powers according to law, and subject to the approval of the members, to adopt these By-Laws.
- (k) To enforce the provisions of the Declaration of Covenants, Conditions, and Restrictions covering the common areas and service areas, these Bylaws or other agreements of the Association.
- (l) To grant easements where necessary for utilities and sewer facilities over the common area to serve the common areas and the lots.

**Section 5.2: Number and qualification of Directors:** The Board of Directors shall consist of the number of directors named in the Articles of Incorporation until changed by amendment of the Articles; provided, however, that if authorized by the Articles of Incorporation, said number may be changed at any time by an amendment to this Section 5.2 of these Bylaws, fixing or changing such number, adopted by vote or written assents of members entitled to exercise a majority of the voting power.

**Section 5.3: Election and Term of Office:** There shall be three (3) classes of Directors, each class having three (3) Directors. One class shall be elected at each Annual Meeting and the Directors so elected shall serve for three (3) years. No person may be elected or appointed as a Director who has been a Director of the Association with ten (10) months preceding his election or appointment.

At least 30 days prior to each annual meeting of members, the Board of Directors shall designate a nominating committee to recommend the names of members to fill forthcoming vacancies on the Board. The nominating committee shall submit its recommendations to the Board, and the Board shall cause the recommendations to be sent to each member along with the notice of the annual meeting, at least 15 days prior to the annual meeting of members. Any member may make further nominations by submitting same in writing to the Secretary 7 days or more prior to the annual meeting. There shall be no other method of nominating directors.

At each election of directors, there shall be elected at least one director who is a member of the Association by virtue of ownership in a residential lot in Tract 3357, and at least one other director who is a member of the Association by virtue of ownership in a residential lot in Tract 3519.

**Section 5.4: Vacancies:** Vacancies in the Board of Directors 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, or if the members shall increase the authorized number of directors, but shall fail at the meeting at which such increase is authorized, or at an adjournment thereof, to elect the additional directors so provided for, or in case the members fail at any time to elect the full number of authorized directors.

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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 of Directors, 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.

**Section 5.5: Place of Meetings:** All meetings of the Board of Directors 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 the Board.

**Section 5.6: Organizational Meeting:** Immediately following each annual meeting of members, the Board of Directors 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 5.7: Other Regular Meetings:** Regular meetings of the Board of Directors shall be held, without the necessity of notice, on the second Tuesday of each month at 7:30 p.m. at the principal office of the Association, or at such other time, day and place as may, from time to time, be set by resolution of the Board of Directors, provided that a copy of said resolution designating a different day, time or place be mailed to each of the Directors at least 72 hours prior to the first meeting to be held at the newly designated time, date or place. Should any regular meeting date fall upon a legal holiday, 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.

**Section 5.8: Special Meetings — Notices:** Special meetings of the Board of Directors 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 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. In case such notice is delivered as above provide, it shall be so delivered at least 24 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 5.9: Notice of Adjournment:** Notice of adjournment of any directors' meeting, either regular or special, need not be given to absent directors, if the time and place are fixed at the meeting adjourned.

**Section 5.10: Entry of Notice:** Whenever any director has been absent from any of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such special meeting was given to such director, as required by law and the Bylaws of the Association.

**Section 5.11: Waiver of Notice:** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though had at a meeting duly held after

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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 5.12: 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 of Directors.

**Section 5.13: Adjournment:** A quorum of the directors may adjourn any directors' 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 directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

**Section 5.14: 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 of Directors may be taken without a meeting if all members of the Board of Directors 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 5.15: Fees and Compensations:** No director or officer shall receive any salary for his service as such officer or director, but by resolution of the Board of Directors, a fee of not exceeding \$10.00 may be fixed and paid to each director for his attendance at each meeting of the directors. Nothing herein contained shall be construed to preclude any director or officer from serving the Association as agent, counsel, or in any other capacity other than as such director or officer, and receiving compensation therefore.

**ARTICLE VI**

**Officers**

**Section 6.1: Officers:** The President, Vice President, Secretary and Treasurer of this Association and such other officers of this Association having the custody of, or access to, the funds of this Association, shall be, and each of them is, hereby required to obtain and furnish to this Association a bond from such insurance company and in such form as shall meet with the approval of the Board of Directors, for the true and faithful accounting to this Association of all of the funds of this Association in the custody of, and under the control of each such office, and insuring this Association against loss for breach thereof, the cost of all such bonds to be paid by this Association.

**Section 6.2: Election:** The officers of the Association except such officers as may be appointed in accordance with the provision of Section 6.3, or Section 6.5 hereof, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successors shall be elected and qualified.

**Section 6.3: Subordinate Officers:** The Board of Directors 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

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and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

**Section 6.4: Removal and Resignation:** Any officer may be removed, either with or without cause, by the vote of a majority of all of 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 of Directors or to the President or to the Secretary of the Association. Subject to the provisions of Section 6.4 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 therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.5: 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 6.6: Chairman of the Board:** The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws.

**Section 6.7: President:** Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the members and in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be ex-officio a member of all the standing committees including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of an association, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

**Section 6.8: Vice President:** In the absence or disability of the President, the Vice Presidents, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, 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 of Directors or the Bylaws.

**Section 6.9: 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 of Directors 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 at directors' meetings, the number of memberships 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 of Directors; (2) the names of the members and their addresses; (3) the property to which each membership relates; (4) the number of

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memberships held by each member; (5) the number of votes represented by each membership; (6) the number and date of membership certificates issued, if any; and (7) the number and date of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors 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 other powers and perform such other duties as may be prescribed Board of Directors or by these Bylaws.

**Section 6.10: 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.

The Treasurer shall deposit all moneys and other valuables in the name of and to the credit of the Association with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer 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 of Directors or these Bylaws.

**ARTICLE VII**

**Miscellaneous**

**Section 7.1: Record Date and Closing Membership Register:** The Board of Directors may fix a time, in the future, not exceeding fifteen (15) days preceding the date of any annual or special meeting of 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 of Directors may close the books of the Association against transfer of membership during the whole, or any part of such period.

**Section 7.2: Inspection of Corporate Records:** The membership register or duplicate membership register, the books of account, the minutes of proceedings of the members and directors shall be open to inspection upon the written demand of any member, at any reasonable time, and for a purpose reasonably related to his interests as a member, and shall be produced at any time when required by the demand of members entitled to cast at least 10% of the votes represented at any member's meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection other than at members' meeting shall be made in writing upon the President, Secretary or Assistant Secretary of the Association. Every such demand, unless granted, shall be referred by such officer to the Board of Directors.

**Section 7.3: 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 resolution of the Board of Directors.

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**Section 7.4: Annual Report:** Any and all requirements for the submission to members of any financial statement or other report referred to in Section 3006 of the California Corporations Code are hereby expressly dispensed with.

**Section 7.5: Contracts etc., How Executed:** The Board of Directors, 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 of Directors, 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 7.6: 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 during office hours.

**Section 7.7: Singular Includes Plural:** Wherever the context of these Bylaws requires same, the singular includes the plural and the masculine shall include the feminine.

**ARTICLE VIII**

**Amendments**

**Section 8.1: Powers of the Members to Amend:** The Bylaws of this Association may be adopted, amended or repealed either at a meeting by the vote of members entitled to exercise a majority of the voting power or by the written assent of such members.

**Section 8.2: 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.

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned, being all of the Directors of Cameo Community Association, hereby assent to amendment of the Bylaws of said Association restated the same in their entirety and adopt the foregoing as the Bylaws of said Association and said Corporation.

**IN WITNESS WHEREOF,** we have hereunto set our hands this 9<sup>th</sup> day of April , 1985.

|                      |                    |
|----------------------|--------------------|
| /s/ Maxine Hundley   | /s/ George Thagard |
| /s/ Robert Milton    | /s/ Elaine Kray    |
| /s/ Lawrence Sork    | /s/ Cy Alford      |
| /s/ Jeffrey Schulein | /s/ Frank Hopkins  |
| /s/ Henry Bruderlin  |                    |

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of CAMEO COMMUNITY ASSOCIATION, a California corporation;

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**Bylaws 13**

**April 8, 1985**

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2. That the foregoing Bylaws, comprising 12 pages, constitute the Bylaws of said corporation as duly adopted at the first meeting of the Board of Directors thereof duly held on the 28th day of August, 1958, as amended at a meeting of Directors on August 19, 1961 pursuant to authority of the members granted at a meeting of members on June 19, 1961, and as amended and restated in their entirety at a meeting of the Board of Directors duly held on the 18th day of March, 1969, and as amended and restated in their entirety at a meeting of the Board of Directors duly held on the 26th day of February, 1974, and as amended and restated in their entirety at a meeting of the Board of Directors duly held on the 14<sup>th</sup> day of August, 1984, and as amended and restated in their entirety at a meeting of the Board of Directors duly held on the 9th day of April, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 9th day of April 1985.

/s/ Elaine Kray  
Secretary

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**Bylaws 14**

**April 8, 1985**

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