

UNITED LAGUNA HILLS MUTUAL
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION

BYLAWS

ADOPTED

NOVEMBER 3, 1994

Approved by HUD on January 24, 1996

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

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BYLAWS OF UNITED LAGUNA HILLS MUTUAL

A California Nonprofit Mutual Benefit Corporation
(A Cooperative Housing Association)

ARTICLE I NAME AND PRINCIPAL OFFICE

The principal office for the transaction of the business of the United Laguna Hills Mutual Corporation (hereinafter referred to as "Corporation") is located at 23522 Paseo de Valencia, Laguna Hills, Orange County, California. The Board of Directors may, by resolution, change the principal office from one location to another within Orange County.

ARTICLE II PURPOSES AND POWERS; DEFINITIONS

SECTION 1. PURPOSES. The purposes of the Corporation are:

- (a) To provide housing at Rossmoor Leisure World, Laguna Hills, California to its Members on a mutual nonprofit basis in the manner and for the purposes provided in Section 213 of Title II of the National Housing Act, as amended.
- (b) To engage in any business or activity now or hereafter permitted under the California Nonprofit Mutual Benefit Law.

SECTION 2. POWERS. For the purposes above specified, this Corporation has the following powers:

- (a) To take such action as is permitted by its Articles of Incorporation and these Bylaws; and
- (b) To do any other act now or hereafter permitted under the Nonprofit Mutual Benefit Law which is not in conflict with the Articles of Incorporation or these Bylaws.
- (c) To adopt, amend or repeal necessary or desirable rules and regulations, through its Board of Directors, to carry out the purposes of this Corporation, including disciplinary procedures and termination of Member's rights.

SECTION 3. GOVERNANCE

The authority to establish policy and perform various administrative responsibilities and activities herein described is vested in a duly elected Board of Directors of volunteer residents.

SECTION 4. DEFINITIONS

(a) California Nonprofit Corporation Law - The California Nonprofit Corporation Law of the State of California, as amended from time to time, found in California Corporations Code § 5002 to § 5080, inclusive.

(b) Carrying Charges - The monthly amounts which Members are bound to pay pursuant to the terms of their respective Occupancy Agreements.

(c) Common Interest Development Law - The Davis-Stirling Common Interest Development Act, as amended from time to time, found in California Civil Code § 1350 to § 1373, inclusive.

(d) Co-occupant - Any person who seeks to reside with a Qualifying Resident, who is approved by the Board of Directors for occupancy, and who shall certify on the application submitted to the Corporation that he satisfies at least one of the following criteria and shall provide such additional certification or information as the Corporation or its managing agent may require:

- (i) at least forty-five years of age; or
- (ii) a spouse of a Qualifying Resident; or
- (iii) a co-habitant of a Qualifying Resident, or
- (iv) a provider of primary economic support to a Qualifying Resident; or
- (v) a provider of primary physical support to a Qualifying Resident.

(e) Golden Rain Foundation (also known as "GRF") means the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.

(f) Lessee - Any person or persons who lease a Manor from a Member for such period of time and on such forms as authorized by the Board of Directors, as shall be permitted by the Rules and Regulations adopted by the Board of Directors from time to time.

(g) Manor - A dwelling unit owned by the Corporation.

(h) Member - Any person or persons, other than a legally created entity such as a corporation (~~other than a nonprofit corporation~~), partnership or trust (~~other than a trust whereby the person creating the Trust is treated as the Substantial Owner of the Trust pursuant to the provisions of Section 671, and the following related sections of the Internal Revenue Code of 1986, as amended~~), and to whom a Certificate of Membership of this Corporation has been issued. Any

Member of the Corporation who concurrently holds a membership in another Leisure World mutual shall be entitled to receive only one (1) I.D. card and one (1) pass for use of the facilities.

(i) Membership - The rights a Member has as an owner of a Certificate of Membership pursuant to these Bylaws, the Rules and Regulations of the Corporation, the California Nonprofit Corporation Law, the Common Interest Development Law, and the Nonprofit Mutual Benefit Law. A Member may not, either individually or jointly with one or more other persons ~~or Trusts~~, own more than one Certificate of Membership in the Corporation without first obtaining the prior written approval of the Board of Directors. The granting of such approval shall be at the sole discretion of the Board of Directors. Memberships shall consist of persons who have been approved for Membership by the Board of Directors and to whom a Membership certificate has been issued.

(j) Mortgagee - The holder of the Deed of Trust by and between the Corporation as Trustor, and United California Bank, and/or their successors in interest, as Trustee, which is insured by the Federal Housing Administration ("FHA").

(k) "Nonprofit Mutual Benefit Law" - The Nonprofit Mutual Benefit Law of the State of California, as amended, found in California Corporations Code § 7110 to § 8910, inclusive.

(l) Occupancy Agreement - The agreement between the Corporation and its Members under the terms of which said Members are entitled to enjoy possession of their respective Manors and the use of facilities owned by the Corporation and the Golden Rain Foundation of Laguna Hills.

(m) Qualifying Resident - Any person who is at least 55 years of age and who has been approved by the Board of Directors for occupancy.

ARTICLE III MEMBERSHIP; PERSONS PERMITTED TO OCCUPY MANORS

SECTION 1. WHO MAY BE A MEMBER. Any person or persons jointly described in Article II, Section 4(h), regardless of age, who meets the financial requirements established in its Rules and Regulations from time to time by the Corporation, may be a Member of the Corporation, but may or may not be eligible to reside in a Manor except as hereinafter provided. In the event the person or persons seeking to become a Member are unable to satisfy the aforesaid financial requirements, the Corporation may approve the person for Membership if another financially qualified person enters into an Agreement with the Corporation to become financially responsible for the expenses associated with such Membership and that other person meets the financial requirements established by the Corporation from time to time.

SECTION 2. PERSONS ELIGIBLE TO RESIDE IN A MANOR. A person may reside in a Manor as a Qualifying Resident or a Co-Occupant. In addition, a guest may be permitted temporary occupancy in accordance with Section 3 below, and in accordance with the Rules and Regulations adopted by the Corporation from time to time.

(a) The number of persons seeking to reside in the same Manor shall not exceed the maximum permissible number permitted by the Rules and Regulations of the Corporation.

(b) No person, except a guest, may reside in a Manor without the prior written approval of the Corporation. An applicant may seek to reside in a Manor as a Qualifying Resident or, if another person is applying for, or has already been approved for residency as a Qualifying Resident, as a Co-Occupant. No person shall be approved as a Co-Occupant unless another person with whom he or she seeks to reside has been approved as a Qualifying Resident.

SECTION 3. GUEST OCCUPANCY. Guest occupancy is permitted for a maximum period of 60 days per year per guest solely in conjunction with the occupancy by a Qualifying Resident or Co-Occupant (unless other administrative approval is granted).

SECTION 4. MEMBERSHIP APPLICATIONS. Application for Membership shall be presented on a form prescribed by the Corporation. All such applications shall be considered promptly by the Board of Directors. ~~In the case of an applicant Trust, the beneficial owner must execute or have executed, an Occupancy Agreement (together with any applicable rider) in a form prescribed by the Corporation covering a specific Manor in the housing Corporation. The Board of Directors shall have full power and authority to define and identify an approved Trust for the purposes of the Membership application.~~

SECTION 5. PAR VALUES. The authorized number of Memberships of the Corporation is 6,323 and is comprised of the following number, series, and par values:

Stock Series	Number of Memberships	Par Value	Stock Series	Number of Memberships	Par Value
1-A	6	\$335	3-G	53	\$443
1-B	10	344	3-H	72	452
1-C	6	347	3-I	28	455
1-D	10	350	3-J	148	467
1-E	24	416	3-K	33	476
1-F	8	422	3-L	8	500
1-G	22	425	3-M	22	503
1-H	11	428	3-N	64	509
1-I	7	431	3-O	26	515
1-J	18	434			
1-K	54	437	4-A	4	335
1-L	2	440	4-B	36	403
1-M	11	443	4-C	26	468
1-N	48	446	4-D	14	471
1-O	1	449	4-E	24	474
1-P	48	452	4-F	26	483
1-Q	48	461	4-G	14	486
1-R	1	467	4-H	12	495
1-S	3	470	4-I	8	498
1-T	26	494	4-J	64	501
1-U	6	497	4-K	15	504
			4-L	8	531
2-A	44	335	4-M	4	537
2-B	44	347	4-N	32	540
2-C	52	416	4-O	8	546
2-D	52	425			
2-E	12	428	5-A	20	651
2-F	20	431	5-B	10	654
2-G	12	434	5-C	20	666
2-H	92	437	5-D	10	669
2-I	13	443	5-E	24	681
2-J	89	446	5-F	24	684
2-K	2	449	5-G	18	690
2-L	80	452	5-H	24	714
2-M	80	461	5-I	20	723
2-N	24	470	5-J	18	729
2-O	28	494			
2-P	4	497	6-A	4	436
			6-B	2	439
3-A	16	335	6-C	12	442
3-B	16	350	6-D	6	445
3-C	16	359	6-E	16	454
3-D	16	374	6-F	2	457
3-E	48	437	6-G	8	460
3-F	3	440	6-H	4	462

Stock Series	Number of Memberships	Par Value	Stock Series	Number of Memberships	Par Value
6-I	24	\$465	9-A	2	\$334
6-J	16	468	9-B	6	388
6-K	36	474	9-C	23	391
6-L	48	480	9-D	2	409
6-M	24	498	9-E	1	412
6-N	40	513	9-F	5	421
			9-G	8	427
7-A	2	334	9-H	4	433
7-B	6	349	9-I	8	439
7-C	48	385	9-J	10	442
7-D	2	439	9-K	9	448
7-E	4	442	9-L	1	457
7-F	4	445	9-M	6	463
7-G	4	448	9-N	10	466
7-H	35	451	9-O	14	472
7-I	3	454	9-P	2	475
7-J	20	457	9-Q	12	478
7-K	7	460	9-R	2	484
7-L	3	463	9-S	13	487
7-M	52	466	9-T	2	490
7-N	3	469	9-U	1	493
7-O	19	472	9-V	14	496
7-P	7	475	9-W	1	499
7-Q	72	481	9-X	16	502
7-R	14	499	9-Y	3	508
7-S	66	514	9-Z	9	514
			9-AA	4	517
8-A	2	334	9-BB	9	532
8-B	6	355	9-CC	18	538
8-C	32	451	9-DD	1	541
8-D	10	454	9-EE	14	565
8-E	2	457	9-FF	7	571
8-F	23	460	9-GG	5	610
8-G	6	463			
8-H	23	466	10-A	2	361
8-I	16	469	10-B	3	391
8-J	40	472	10-C	5	433
8-K	22	475	10-D	4	454
8-L	20	481	10-E	1	472
8-M	100	487	10-F	3	484
8-N	4	496	10-G	6	502
8-O	18	508	10-H	1	511
8-P	6	511	10-I	2	514
8-Q	34	526	10-J	4	532
8-R	6	532	10-K	4	541

Stock Series	Number of Memberships	Par Value	Stock Series	Number of Memberships	Par Value
10-L	1	\$533	12-W	16	\$721
10-M	2	556	12-X	2	736
10-N	4	613	12-Y	8	751
10-O	4	676	12-Z	2	766
			12-AA	6	781
11-A	2	349	12-BB	8	826
11-B	6	403	12-CC	2	865
11-C	5	406			
11-D	15	424	13-A	14	332
11-E	44	436	13-B	18	422
11-F	1	445	13-C	1	434
11-G	11	454	13-D	30	452
11-H	21	463	13-E	4	482
11-I	21	487	13-F	93	512
11-J	47	505	13-G	42	572
11-K	92	532	13-H	27	632
11-L	43	556	13-I	22	692
11-M	16	586	13-J	6	752
11-N	4	622	13-K	4	812
11-O	4	625	13-L	1	842
11-P	4	637	13-M	6	872
11-Q	8	661	13-N	8	962
12-A	4	334	14-A	8	335
12-B	6	361	14-B	8	359
12-C	4	367	14-C	4	403
12-D	7	391	14-D	6	431
12-E	18	406	14-E	8	461
12-F	43	421	14-F	5	462
12-G	3	436	14-G	1	463
12-H	32	451	14-H	20	473
12-I	20	466	14-I	1	488
12-J	36	481	14-J	14	491
12-K	3	496	14-K	5	518
12-L	15	511	14-L	2	521
12-M	4	526	14-M	24	542
12-N	49	541	14-N	2	557
12-O	26	571	14-O	49	572
12-P	2	586	14-P	4	578
12-Q	2	601	14-Q	4	593
12-R	4	616	14-R	20	602
12-S	30	631	14-S	4	608
12-T	6	646	14-T	6	617
12-U	15	691	14-U	19	623
12-V	7	706	14-V	43	644

Stock Series	Number of Memberships	Par Value	Stock Series	Number of Memberships	Par Value
14-W	10	\$662	16-R	29	\$662
14-X	6	677	16-S	7	707
14-Y	5	707	16-T	2	752
			16-U	1	782
15-A	3	332	16-V	2	797
15-B	9	362	16-W	18	842
15-C	2	377	16-X	10	857
15-D	1	380	16-Y	14	902
15-E	4	392	16-Z	21	962
15-F	13	407			
15-G	12	452	17-A	2	360
15-H	45	482	17-B	2	390
15-I	18	512	17-C	2	405
15-J	71	542	17-D	18	435
15-K	18	572	17-E	2	465
15-L	8	602	17-F	4	480
15-M	26	632	17-G	2	495
15-N	38	662	17-H	1	510
15-O	4	677	17-I	5	525
15-P	12	692	17-J	10	540
15-Q	6	707	17-K	6	555
15-R	6	722	17-L	4	585
15-S	6	752	17-M	3	600
15-T	20	782	17-N	3	615
15-U	14	812	17-O	12	630
15-V	20	962	17-P	4	675
			17-Q	4	690
16-A	9	332	17-R	8	840
16-B	17	362	17-S	8	865
16-C	5	392			
16-D	10	407	18-A	4	391
16-E	19	422	18-B	4	421
16-F	4	445	18-C	3	436
16-G	16	452	18-D	2	451
16-H	2	467	18-E	3	466
16-I	16	482	18-F	2	481
16-J	2	483	18-G	3	511
16-K	8	497	18-H	2	526
16-L	50	512	18-I	13	541
16-M	28	527	18-J	2	556
16-N	22	542	18-K	2	571
16-O	10	572	18-L	2	586
16-P	22	587	18-M	2	601
16-Q	14	602	18-N	2	721
			18-O	2	781

Stock Series	Number of Memberships	Par Value	Stock Series	Number of Memberships	Par Value
19-A	2	\$302	20-O	15	\$586
19-B	22	332	20-P	9	601
19-C	15	362	20-Q	1	616
19-D	1	392	20-R	25	631
19-E	1	419	20-S	2	643
19-F	11	422	20-T	4	646
19-G	2	437	20-U	9	661
19-H	6	452	20-V	6	691
19-I	20	482	20-W	6	706
19-J	6	497	20-X	4	721
19-K	17	512	20-Y	2	736
19-L	22	527	20-Z	1	811
19-M	31	542	20-AA	7	841
19-N	3	557	20-BB	16	856
19-O	55	572	20-CC	3	886
19-P	90	602	20-DD	1	916
19-Q	8	632			
19-R	5	662	21-A	10	720
19-S	1	677	21-B	6	750
19-T	17	692	21-C	6	780
19-U	27	722	21-D	2	810
19-V	14	737	21-E	2	840
19-W	31	752	21-F	10	900
19-X	4	767	21-G	4	930
19-Y	17	782	21-H	6	960
19-Z	5	797	21-I	4	990
19-AA	2	812	21-J	4	1,020
19-BB	13	827	21-K	6	1,050
19-CC	2	962	21-L	11	1,080
			21-M	2	1,104
20-A	5	361	21-N	20	1,110
20-B	7	376	21-O	12	1,142
20-C	10	391	21-P	10	1,170
20-D	4	406	21-Q	12	1,200
20-E	4	421	21-R	5	1,260
20-F	1	451	21-S	8	1,320
20-G	4	466	21-T	8	1,410
20-H	7	481	21-U	8	1,440
20-I	9	496	21-V	4	1,650
20-J	7	511	21-W	8	1,680
20-K	4	526	21-X	14	1,710
20-L	2	541	21-Y	1	1,740
20-M	16	556	21-Z	13	1,770
20-N	5	571			

SECTION 6. TRANSFER OF MEMBERSHIPS. Memberships shall not be transferable except as provided herein.

(a) Death of Member with No Surviving Member. If, upon death of a Member leaving no surviving Member, a Membership in the Corporation passes by last will and testament, intestate succession or trust bequest, the legatee or distributee, if approved by the Corporation, may become a Member of the Corporation, if otherwise eligible as provided herein, by assuming the obligations of Membership in a manner satisfactory to the Corporation, and within three (3) months after the Member's death by paying all amounts due the Corporation. If a Member should die and the obligation of the Occupancy Agreement is not so assumed in accordance with the foregoing, then the Corporation shall have an option to purchase the Membership from the deceased Member's estate in the manner provided in paragraph (b) of this section. Written notice of the death shall be equivalent to notice of intention to leave the Corporation. If the Corporation does not exercise said option, the provisions of paragraph (c) of this section shall be applicable. The references to Member in paragraphs (c) and (d) include the personal representative of a deceased Member.

(b) Option of Corporation to Purchase. If a Member desires to leave the Corporation, he or she shall notify the Corporation of such intention in writing and the Corporation, for a period of thirty (30) days thereafter, shall have an option, but not the obligation, to purchase the Membership, together with all of the Member's rights with respect to the Manor, at an amount determined by the Corporation as representing the market value thereof, less any amounts due from the Member to the Corporation under the Occupancy Agreement, and less the cost or estimated cost of all deferred maintenance, including cleaning, painting, redecorating, floor finishing and such repairs and replacements as the Corporation may deem necessary to place the dwelling unit in suitable condition for another occupant. The purchase of the Membership by the Corporation shall immediately terminate a Member's rights and the Member shall vacate the premises forthwith.

(c) Procedure Where Corporation Does Not Exercise Option. If the Corporation should waive its right to purchase the Membership under the foregoing option, in writing, or if the Corporation should fail to exercise such option within the thirty (30) day period, the Member may sell his Membership to any person who has been duly approved by the Corporation as a Member. The Corporation in approving a proposed transferee, shall not act contrary to any applicable federal, state or local law or regulation prohibiting discrimination based on race, color, creed or disability. When the transferee has been approved for Membership and has executed the prescribed Occupancy Agreement, the retiring Member shall be released of his obligations under his Occupancy Agreement, provided he has paid all amounts due the Corporation.

(d) Market Value. If the Corporation elects to purchase a Membership, the term "market value" means the amount which the Member would have received upon the sale of the Membership to the proposed transferee or, in the absence of a proposed transferee, the appraised value as determined by one or more qualified real estate appraisers, less:

- (i) Any real estate, broker's, or other commissions or fees including reasonable attorney's fees;
- (ii) Any recording and related costs of transfer;

- (iii) Any costs of such repairs and replacements as are deemed necessary by the Corporation to place the dwelling unit in suitable condition for occupancy;
- (iv) Any amounts due from the Member to the Corporation and/or to the Golden Rain Foundation of Laguna Hills.

SECTION 7. MEMBERSHIP CERTIFICATES. The Corporation shall issue, in such form and containing such provisions as the Board of Directors from time to time may determine, a Certificate of Membership to each Member upon admission to Membership, and payment of the fee therefore; provided that all Membership Certificates issued after January 1, 1983 shall state on the certificate that (i) the Corporation is a nonprofit mutual benefit corporation which may not make distributions to its Members except upon dissolution and (ii) a copy of the transfer restrictions are on file with the Secretary of the Corporation and are open for inspection by any Member on the same basis as the records of the Corporation. The Board of Directors may, in accordance with California Corporations Code Section 7313(e) of the Nonprofit Mutual Benefit Law, cancel outstanding certificates and issue in their place new certificates conforming to these Bylaws. In the event a Membership is owned by two or more persons, a single certificate shall be issued in the name of all. Each Membership certificate shall be signed by the president or any vice-president and the secretary or any assistant secretary, and the corporate seal shall be affixed thereto. Any or all of the signatures of officers on the certificate may be a facsimile.

SECTION 8. LOST, STOLEN OR DESTROYED CERTIFICATES. The Corporation may issue a new Membership certificate in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the Membership certificate to be lost, stolen or destroyed. The Corporation may require, in its discretion, and as a condition precedent to the issuance of a new certificate, that the owner of the lost, stolen or destroyed certificate or the owner's legal representative, advertise the same in such manner as the Corporation may require and give the Corporation a bond (or other adequate security) sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate. As determined by the Corporation, a reasonable fee may be charged for the new certificate.

ARTICLE IV

DISPUTE RESOLUTION, DISCIPLINE AND TERMINATION OF MEMBERSHIP

SECTION 1. DISPUTE RESOLUTION

(a) Mediation and Arbitration. It is the intent of the Corporation and its Members, Co-Occupants, Qualifying Residents, and Lessees (hereinafter referred to as "Disputants") to establish an ongoing private, out of court, dispute resolution system or format whereby the Corporation or any Disputant having any type of claim, grievance, demand, cause of action or dispute of any kind whatsoever arising out of the purchase or ownership of a Membership, or the occupancy, management, use of facilities or use or habitation of the Member's Manor, and arising between said Disputant and the Corporation or any of its officers, directors or agents shall submit that claim, demand or dispute (hereinafter sometimes referred to as the "Dispute") to arbitration

before an outside neutral retired judge, or other qualified person, from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), the American Arbitration Association ("AAA"), or other similar entity.

(b) Filing Complaint. Any Disputant having a claim, grievance, demand or complaint against the Corporation, or the Corporation having any claim, grievance, demand or complaint against any Disputant shall file such complaint, in writing, with the Board and at the same time cause a copy of same to be served upon the affected party or parties either in person, or by registered or certified mail. The complaint shall include the names, addresses and telephone numbers of all concerned persons or organizations and, in addition, shall set forth in detail full particulars, including dates, times, and places, concerning not only the nature of the Dispute, but the proposed or requested solution to the Dispute.

(c) Informal Resolution. The Board, upon receipt of a written claim or complaint, shall forthwith cause an investigation of the complaint to be made and, if so authorized by the Corporation's insurance carrier, if any, shall use its best efforts to resolve the matter informally through mediation before the Board, or such other neutral mediator as the parties to the Dispute shall agree upon. Failure of any party to participate in the informal mediation process, if so authorized by the Corporation's insurance carrier, will result in the claim being referred to formal arbitration in accordance with the following paragraph.

(d) Formal Resolution. Upon any party's failure to participate in any authorized informal mediation process or, if, within a period of forty-five (45) days from the date of submission of a formal written claim or complaint to the Board, the informal mediation process fails to produce a resolution of the Dispute, then the Board shall forthwith forward a copy of the written claim or complaint to the nearest office of JAMS, AAA, or other similar entity, for the purpose of instituting formal arbitration in accordance with the law and procedure set forth below.

(e) Governing Law and Procedure. The arbitration shall be conducted pursuant to Section 1280 et seq., of the California Code of Civil Procedure (or any successor statutes) and in accordance with the rules and procedures of JAMS, AAA, or other similar entity, as the case may be, subject to the following.

The arbitrator shall be required to apply the substantive law of the State of California.

The arbitration may be binding or non-binding, as mutually decided by the Disputants. In the event that the Disputants do not so decide or agree, then the arbitration shall be non-binding.

Failure of any party to appear at a duly noticed arbitration hearing may result in a default judgment or decree being taken against the nonappearing party in accordance with the proof presented by the appearing parties.

The arbitrator shall prepare in writing and provide to the parties factual findings and the reasons on which the decision of the arbitrator is based.

Final decision by the arbitrator must be made within ninety (90) days from the date the arbitration proceedings are initiated.

The award or decision of the arbitrator may include equitable relief. In the event that the Disputants have elected binding arbitration, then the arbitrator's award or decision shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter. In the event that non-binding arbitration has been elected, or if the Disputants were unable to agree as to whether the arbitration would be binding or non-binding, and non-binding arbitration is therefore selected by default pursuant to the foregoing, then unless both Disputants are satisfied with the result of the arbitrator's award or decision, the arbitrator shall issue a written statement to that effect, and either or both Disputants may thereafter pursue their remedies in a court of law.

The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise. In the event that there is no prevailing party, then the foregoing costs and expenses shall be allocated between the Disputants in a manner determined solely by the arbitrator.

Costs and fees of the arbitrator shall be allocated between the Disputants in a manner determined solely by the arbitrator.

The parties shall be entitled to take depositions and obtain discovery in accordance with California Code of Civil Procedure Section 1283.05, all terms of which are hereby incorporated into, made a part of, and made applicable to these Bylaws. Notwithstanding the foregoing, these Bylaws provide for arbitration to avoid the excessive costs and delays of litigation. To that end, the parties shall have discovery rights pursuant to the first sentence of this paragraph, but except as hereafter set forth, such rights shall be limited to the taking of no more than three (3) depositions for each side per Dispute, and to two (2) exchanges of documents, with the scope and volume of such exchanges limited so as to be reasonable under the circumstances of the Dispute, and in content limited to matters relevant to the actual issues to be adjudicated by the arbitrator. Upon application to the arbitrator and a showing of compelling need, the parties shall be entitled to obtain additional discovery beyond the limits set forth in the foregoing sentence.

(f) Claims and Disputes Exempt From Arbitration. The following types of claims/or disputes arising under the governing documents of the Corporation shall be exempt from the arbitration provisions set forth in this Section 1:

(i) Claims and disputes for which no claim or relief is sought against the Corporation, its officers, directors or agents, but is rather between Members, Qualified Residents, Co-occupants, Lessees, or their guests only.

(ii) Any action for collection of fees and/or assessments, in which event the Corporation shall be entitled to file a lien pursuant to California Civil Code § 1367; provided, however, that in the event any Member, Qualified Resident, or Co-occupant has a Dispute with the Corporation with respect to such collection of fees and/or assessments, then the Member, Qualified Resident or Co-occupant shall be required to arbitrate such Dispute pursuant to this Section 1.

(iii) Any claim or dispute in which the Corporation seeks to impose disciplinary proceedings against Disputants for violations of the provisions of the governing instruments, Bylaws, Occupancy Agreements, leases and rules and regulations, and in which the remedy sought consists of a monetary fine, or the suspension of any of the Disputant's privileges as provided in these

Bylaws. In such event, the Corporation shall be entitled to directly impose such disciplinary proceedings (whether by way of a monetary fine or the suspension of any Disputant's privileges); provided, however, that in the event any Disputant contests the Corporation's action in imposing disciplinary proceedings, such Disputant shall be required to proceed in accordance with the dispute resolution provisions set forth in this Section 1.

(iv) Any claim or dispute for which the Corporation's insurance carrier does not or would not provide coverage if the Corporation and Disputant pursue mediation or arbitration pursuant to this Section.

(v) Any claim or dispute for which relief may be sought in Small Claims Court.

(g) Notwithstanding anything contained herein to the contrary, actions for injunctive relief shall be exempt from arbitration; provided, however, that said actions shall be abated or stayed except to the extent necessary to afford the parties the right to obtain and enforce provisional injunctive relief (temporary restraining orders and preliminary injunctions).

SECTION 2. DISCIPLINE.

(a) The Board of Directors may take disciplinary action against any Member, Qualifying Resident, Co-Occupant, Lessee or guest for breach of these Bylaws, any Rules or Regulations of the Corporation or any obligation of the Member under his or her Occupancy Agreement on the part of the Member, a Qualifying Resident, Co-Occupant, Lessee or guest of any of the aforementioned parties who may use the facilities of the Corporation or GRF. Any disciplinary action authorized hereunder shall not act as a bar to the exercise of any other right or remedy available to the Corporation against any other party for any such breach. Members shall be required to include in any lease with a Lessee of their Manor a provision whereby the Lessee shall be bound by these Bylaws and the Rules and Regulations of the Corporation.

(b) Disciplinary action authorized hereunder may consist of any or all of the following: (1) a fine with an amount determined by the Board of Directors not to exceed \$500.00 for each such breach; (2) suspension of the right to vote, whether by voice, ballot or written consent, on any or all matters brought before the Members for a period not to exceed one (1) year; (3), suspension of the right to use any of the facilities of the Corporation for thirty (30) days for each such breach. The Corporation may also make an application to a court of competent jurisdiction for legal or equitable relief.

(c) Except with respect to traffic violations governed by paragraph (d) of this Section 2 and Section 3 of Article VII, and other than the exercise of the remedy provided in the Common Interest Development Law for collection of delinquent assessments, before any disciplinary action is taken, as authorized in Paragraph (b) above, a Member, Qualifying Resident, Co-Occupant, Lessee or guest of Member, shall be entitled to a hearing pursuant to the provisions of paragraph (b) of Section 3 of this Article.

(d) Except when a hearing is required by the traffic enforcement program approved by the Board of Directors of this Corporation, a Member, Qualifying Resident, Co-occupant, Lessee or guest who is cited for a traffic violation of any type may, in certain instances specified in the

traffic rules enforcement program as revised and approved by the Board of Directors from time to time, elect to waive his/her right to a hearing and commit to a traffic violation disciplinary action alternative as specified in the traffic rules enforcement program then in effect.

(e) In addition to the remedies specified herein, a Member found to be in violation shall be liable to the Corporation for costs of suit and a reasonable sum for attorneys' fees incurred in enforcing these Bylaws, any rule or regulation of the Corporation, or any obligation of a Member under the Occupancy Agreement.

SECTION 3. TERMINATION OF MEMBERSHIP; DISCIPLINARY HEARINGS.

(a) Termination of Membership for Cause. A Membership may be proposed for termination for a violation of the Articles of Incorporation, these Bylaws, Rules or Regulations, or the Occupancy Agreement by the Board of Directors at any regularly scheduled meeting or special meeting of the Board at which a quorum is present, by the affirmative vote of the majority of the total number of Directors then holding office.

(b) Procedure for Termination and Discipline. After the determination that a Membership should be proposed for a termination under paragraph (a) above, or that disciplinary action should be taken by the Corporation against a Member, Qualifying Resident, Co-Occupant, Lessee or guest or invitee of Member pursuant to Section 2 of this Article, other than the disciplinary measures set forth in Section 2, paragraphs (c) and (d), the procedure below shall be followed.

- (i) A notice shall be sent by prepaid, first class and certified mail to the most recent address of the Member as shown on the Corporation's records, setting forth the nature of the proposed termination and/or discipline and the reasons therefor. Such notice shall be sent at least fifteen (15) days before the proposed effective date of the termination or discipline.
- (ii) The Member being proposed for a termination or disciplined shall be given an opportunity to be heard and to present evidence in his or her behalf, either in person, by counsel, or by both, or in writing, at a hearing before the Board of Directors to be held not less than five (5) days before the effective date of the proposed termination or discipline. The notice to the Member of his or her proposed termination or discipline shall state the date, time, and place of the hearing.
- (iii) Following the hearing, the Board shall decide by the affirmative vote of the majority of the total number of Directors, in good faith and in a fair and reasonable manner, whether the Membership should be terminated or whether the Member should be disciplined in some other way. The decision of the Board shall be final.
- (iv) Following any Disciplinary Hearing, the Board may impose any fines or penalties pursuant to a previously adopted schedule of fines or penalties distributed to each Member.

(c) Effect of Termination. In the event of a termination of Membership under Section 3, the terminated Member shall promptly deliver his or her Membership Certificate to the Corporation, endorsed in a manner satisfactory to the Corporation. The Corporation, at its election, thereupon shall either (1) repurchase said Membership at its market value as defined in Article III, Section 6(d), or (2) proceed with reasonable diligence to effect a sale of the Membership to a purchaser at a sales price acceptable to the Corporation. If, for any reason, the terminated Member should fail to deliver his or her endorsed Membership Certificates to the Corporation within ten (10) days after demand, said certificates shall be deemed to be canceled forthwith and new Membership Certificates may be reissued by the Corporation to a purchaser.

SECTION 4. FEES AND LIENS. The Board of Directors shall determine the amount to be paid as fees for use of facilities and for services rendered by the Corporation under the Occupancy Agreement. As prescribed by law, the Corporation may file a Notice of Delinquent Assessments pursuant to Section 1367 of the Common Interest Development Law on each outstanding Membership to secure payment of any sums for any regular or special assessment, plus any costs of collection, late charges, and interest assessed in accordance with Section 1366 of the Common Interest Development Law, which may be due or may become due from the Member, including, without limitation, any sums due under the Occupancy Agreement or for use of the facilities or for services rendered by the Corporation. The Corporation may enforce payment of such sum in the manner permitted by law.

ARTICLE V MEETINGS OF MEMBERS

SECTION 1. PLACE OF MEETING. All meetings of the Members shall be held at the principal office of the Corporation or at any other place in Orange County, State of California, which may be designated by the Board of Directors.

* SECTION 2. ANNUAL MEETING. The annual Meeting of Members shall be held on the Second Tuesday of October of each year at 9:30 A.M. unless the Board of Directors fixes another time and/or date and so notifies the Members as provided in Section 4 of this Article V. If the scheduled date falls upon a legal holiday, the meeting shall be held the next business day at the same time and place.

SECTION 3. SPECIAL MEETING.

(a) Authorized Persons Who May Call. A special meeting of the Members may be called at any time by any of the following: A majority of a quorum of the Board of Directors, the President of the Corporation, five percent (5%) or more of the Members, or the Federal Housing Commissioner (HUD), or its duly authorized representative.

(b) Calling Meetings by Members. If a special meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President, any Vice-President or the Secretary of the Corporation. The officer receiving the request shall cause notice to be promptly given to the

Members entitled to vote, in accordance with the provisions of Section 4 of this Article V, that a meeting will be held and the date for such meeting, which date shall be not less than thirty-five (35) nor more than ninety (90) days following the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person requesting the meeting may give the notice. Nothing contained in this subsection shall be construed as limiting, fixing, or affecting the time when a meeting is called by action of the Board of Directors.

SECTION 4. NOTICE OF MEMBERS' MEETING.

(a) General Notice Contents. All notices of meetings of Members shall be sent or otherwise given in accordance with subsection (c) of this section of this Article V not less than twelve (12) nor more than fifteen (15) days before the date of the meeting; provided that the date of any meeting called by Members shall be governed by Section 3 (b) of this Article. The notice shall specify the place, date, and hour of the meeting. In the case of a special meeting, the notice shall also contain the general nature of the business to be transacted, and no other business may be transacted. In the case of the annual meeting, the notice shall also contain those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the Members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action.

(b) Notice of Certain Agenda Items. If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s):

- (i) Removing a Director without cause;
- (ii) Filling vacancies on the Board of Directors by the Members;
- (iii) Amending the Articles of Incorporation;
- (iv) Approving a contract or transaction in which a Director has a material financial interest;
- (v) Approving a plan of distribution of assets, other than cash, in liquidation when the Corporation has more than one class of Membership outstanding; and;
- (vi) Approving a plan to wind up and dissolve.

(c) Manner of Giving Notice. Notice of any meeting of Members shall be given either personally or by first-class mail, telegraphic or other written communication, charges prepaid, addressed to each Member either at the address of that Member appearing on the books of the Corporation or the address given by the Member to the Corporation for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

(d) Affidavit of Mailing Notice. An affidavit of the mailing or other means of giving any notice of any Members' meeting may be executed by the Secretary, any Assistant Secretary, or any transfer agent of the Corporation giving the notice, and if so executed, shall be filed and maintained in the minute book of the Corporation.

SECTION 5. QUORUM.

(a) Percentage Required. The presence, in person, of the Members entitled to exercise fifteen percent (15%) of the voting power of the Corporation shall constitute a quorum for the transaction of business at a meeting of the Members. In compliance with Section 7512(b) of the Nonprofit Mutual Benefit Law, the only matters that may be voted upon at any meeting of Members actually attended, in person or by proxy, by less than one-third (1/3) of the voting power of the Corporation are matters for which notice of their general nature was given pursuant to Section 4(a) above.

(b) Loss of Quorum. The Members present at a duly called or duly held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

SECTION 6. ADJOURNED MEETING. Any annual or special meeting of Members whether or not a quorum is present, may be adjourned without assigning a date for a further meeting or to a date not less than seven (7) nor more than thirty (30) days thereafter by the vote of a majority of the Members represented at the meeting. In the absence of a quorum, no other business may be transacted at that meeting, except as provided in this Article. The Secretary shall give notice of any adjourned meeting if it was adjourned without adopting a date for a future meeting in the manner set forth in Section 4 above, provided that said notice shall be given at least seven (7) days prior to the date of said adjourned meeting.

SECTION 7. ORDER OF BUSINESS. The order of business at annual and special meetings of Members shall be determined by the Board of Directors, excepting those meetings called by Members in accordance with Article V, Section 3(b).

SECTION 8. VOTING.

(a) Eligibility to Vote.

- (i) No Member shall be eligible to vote who is shown on the books of account of the Corporation to be more than thirty (30) days delinquent in payment of any Carrying Charges or Special Assessments due to the Corporation under his or her Occupancy Agreement or otherwise, and who has been given notice thereof and the opportunity for a hearing concerning the delinquency and loss of voting rights.
- (ii) Single Memberships in which two or more Members have a joint or undivided interest shall have only one (1) vote.

(b) Manner of Casting Votes. Voting may be by voice or ballot (provided that any election of Directors must be by secret ballot and shall be held by mail in accordance with Section 9 of this Article) as follows:

- (i) At every meeting of the Members, the Members entitled to vote shall have the right to cast one vote per Membership on each question. Any question brought before such meeting shall be decided by vote equal to a majority of the number of Memberships whose record owners are present in person and entitled to vote, unless the question is one upon which by provision of statute, of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such provision shall be controlling.
- (ii) At all elections of Directors of this Corporation, the Members entitled to vote shall be entitled to cast one vote per Membership for each Director to be elected. The candidates for Director who receive the highest number of votes, not to exceed the number of Directors to be elected, shall be elected. Candidates for less than a three (3) year term shall be voted upon separately. Cumulative voting shall not be permitted.

SECTION 9. ACTION BY WRITTEN CONSENT OF MEMBERS WITHOUT A MEETING.

(a) General. Any action that may be taken at any annual or special Meeting of Members may be taken without a meeting and without prior notice upon compliance with the provisions of this section.

(b) Solicitation of Written Ballots. The Corporation shall distribute one written ballot to each Member entitled to vote; such ballots shall be mailed or delivered, and shall be deemed received or given, in the manner required and at the time specified by Section 4 of this Article V for giving notice of special meetings; provided that the Secretary shall cause ballots in connection with the election of Directors to be mailed along with a copy of each candidate's statement of background and qualifications, to each Member of the Corporation eligible to vote not less than twenty-five (25) days nor more than thirty (30) days prior to the annual meeting or special meeting, which ever is applicable. Ballots shall be returned to the Corporation ^(by mail) on or before the expiration of twenty (20) days following mailing by the Corporation. Any ballots not received by the Corporation within said period shall not be counted. The Board of Directors shall establish such procedures as it may deem necessary to assure the integrity and secrecy of the election process. Except as otherwise provided in this paragraph (b), all solicitations of votes by ballot shall: (1) indicate the number of responses needed to meet the quorum requirement; (2) state the percentage of approvals necessary to pass the measure(s); and (3) specify a reasonable time by which the ballot must be received in order to be counted. Each ballot so distributed shall: (1) set forth the proposed action; and (2) provide the Members an opportunity to specify approval or disapproval of each proposal.

(c) Initiation by Members. Action under this Section 9 may be initiated by a petition signed by twenty percent (20%) of the Membership.

(d) Quorum; Majority. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action. The number of approvals must also equal or exceed the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. In any election of Directors, the provisions of paragraph (b) (ii) of Section 8 of this Article shall determine who is elected as a Director, and any written ballot listing candidates for Director which is marked by a Member "withhold" or otherwise marked in a manner indicating a vote for election of Directors is withheld, shall be counted as a ballot "cast" and hence as a part of the number required to equal or exceed the quorum required at a meeting for the election of Directors.

(e) Revocation. No written ballot may be revoked after deposit in the mails or delivery to the Corporation.

(f) Filing. All such written ballots shall be filed with the Secretary of the Corporation and maintained in the corporate records for a minimum period of three (3) years.

SECTION 10. RECORD DATE FOR MEMBER NOTICE, VOTING, AND GIVING CONSENTS AND OTHER ACTIONS.

(a) Significance of Record Date. Only Members of record on the date fixed herein are entitled to notice, to vote, to give consents, or take other action, except as otherwise provided in the Articles of Incorporation, by agreement, in the Common Interest Development Law or in the Nonprofit Mutual Benefit Law.

(b) Record Date for Notices. The record date for determining those Members entitled to receive notice of a meeting of Members shall be fifteen (15) days before the date of the meeting; provided, however, that if the meeting is called by Members pursuant to Section 3(b) of Article V, the record date shall be thirty (30) days before the date of the meeting.

(c) Record Date for Voting. The record date for determining the Members entitled to vote at a meeting of Members shall be fifteen (15) days before the date of the meeting.

(d) Record Date for Written Consent to Action Without Meeting. The record date for determining the Members entitled to vote by ballot on corporate action without a meeting shall be twenty (20) days before the day on which the first written ballot is mailed or solicited.

SECTION 11. PROXIES.

(a) Right of Members. Each person entitled to vote shall have the right to do so either in person or by an agent authorized by a written proxy, signed by the person and filed with the Secretary of the Corporation prior to the appointed time of the meeting.

(b) Revocability. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote cast pursuant to that proxy, by a writing delivered to the Corporation stating that the proxy is revoked or by a subsequent proxy executed by such person and presented to the meeting, or by personal attendance and voting at a meeting by such person, or (ii) written notice of the death or incapacity of the maker of the proxy is received by the Corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of the Nonprofit Mutual Benefit Law.

(c) Form of Solicited Proxies. In any election of Directors, any form of proxy that is marked by a Member "withhold", or otherwise marked in a manner indicating that the authority to vote for the election of Directors is withheld, shall not be voted either for or against the election of a Director.

(d) Effect of Member's Death. A proxy is not revoked by the death or incapacity of the maker unless, before the vote is counted, written notice of the death or incapacity is received by the Corporation.

ARTICLE VI DIRECTORS

SECTION 1. POWERS

(a) General Corporate Powers. Subject to the provisions of the Nonprofit Mutual Benefit Law, the Common Interest Development Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the Members, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The powers of the Board of Directors shall include but not be limited to:

- (i) Accepting or rejecting all applications for Membership and admission to occupancy of a Manor in the Corporation either directly or through an authorized representative;
- (ii) Establishing monthly Carrying Charges as provided in the Occupancy Agreement and assessing fees and charges and Special Assessments against Members, based on the operating budget of the Corporation;
- (iii) Subject to the approval of the Federal Housing Commissioner, engaging persons or entities for the management of the Corporation's property under such terms as the Board of Directors may determine;

- (iv) Entering into agreements with lenders to protect their security interests if they make loans secured by an interest of a Member together with the Member's rights under the applicable Occupancy Agreement on such terms as the Board of Directors may determine appropriate; including, without limitation, a term prohibiting amendment of these Bylaws in a way that adversely affects the rights of the lender unless the lender's consent is obtained;
- (v) Disciplining Members and terminating Membership and occupancy rights for cause as provided in these Bylaws;
- (vi) Promulgating such Rules, Regulations and policies pertaining to the property of the Corporation as it may deem best and which are consistent with these Bylaws and the Articles of Incorporation.
- (vii) Whenever new Rules are promulgated or Rules are amended, notice shall be given to Members and Qualifying Residents from time to time in a manner to be determined by the Board.

(b) Delegation. The Board may delegate the management of the activities of the Corporation to any person or persons, or management company, provided that the activities and affairs of the Corporation shall be managed and all Corporate powers shall be exercised under the direction of the Board.

SECTION 2. NUMBER AND QUALIFICATION OF DIRECTORS.

(a) The authorized number of Directors shall be eleven (11), all of whom shall be Members and residents of the Corporation.

(b) No Member shall be eligible to be elected to the Board of Directors who is shown on the books of account of the Corporation to be more than thirty (30) days delinquent in payment of any sums due to the Corporation under his or her Occupancy Agreement or otherwise, and who has been given notice thereof and the opportunity for a hearing concerning the delinquency. No employee of the Corporation may be a Director.

(c) Any Director or spouse who has a direct or indirect financial interest in any business organization or who becomes a director, officer or employee of any business, agency of any county, state or federal government (other than a charitable organization or any entity listed on any publicly traded exchange), incorporated or otherwise, which engages in business transactions with the Corporation, shall immediately disclose such relationship to the Board of Directors upon its occurrence.

SECTION 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors of a sufficient number to fill vacancies created by expiring terms of office shall be elected by secret ballot, which shall be distributed by mail in accordance with Section 8 and 9 of Article V, to hold office for a term of three (3) years commencing at the close of the annual meeting of Members. The exceptions shall be terms of office for Directors in office on the effective date of the adoption of the Bylaws. To facilitate the change of the annual meeting from April to October, and notwithstanding

Article XIV, Section 1 of these Bylaws, upon the effective date of this Bylaw provision after approval by the Members, the terms of Directors then in office shall be extended six (6) months beyond their original term of three (3) years.

If any annual meeting is not held or the Directors are not elected at any annual meeting, they may be elected at any special meeting of Members held for that purpose. Each Director shall hold office until expiration of the term for which elected and until a successor has been elected and qualified. If a Director who is elected to two successive terms should cease to be a Director, for whatever reason, he or she may not again be a Director until the expiration of twelve (12) months after the date he or she ceases to be a Director. For purposes of the preceding sentence, a "term" is defined as a period greater than eighteen (18) months.

SECTION 4. VACANCIES.

(a) Events Causing Vacancy. A vacancy or vacancies in the Board of Directors shall be deemed to exist on the occurrence of any of the following: (i) the death, resignation, automatic vacancy or removal of any Director; (ii) the declaration by resolution of the Board of Directors of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the Nonprofit Mutual Benefit Law; (iii) the vote of a majority of the Members required to constitute a quorum in Article V Section 5(a) to remove a Director, as specified below in (d); (iv) the increase of the authorized number of Directors; or (v) the failure of the Members, at any meeting of Members at which any Director or Directors are to be elected, to elect the number of Directors to be elected at such meeting.

(b) Resignations. Except as provided in this paragraph, any Director may resign, which resignation shall be effective on giving written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors at the time the resignation becomes effective may elect a successor to take office when the resignation becomes effective.

(c) Automatic Vacancy - Any director who misses four (4) regular monthly meetings within any twelve (12) month period shall automatically cease to be a Director.

(d) Removal of Director(s) by Members.

(i) At any regular or special meeting of the Members of the Corporation, any Director may be removed, with or without cause, by vote of the Members of the Corporation entitled to exercise a majority of the voting power of the Corporation, and a successor then and there may be elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(ii) Any Director who becomes more than thirty (30) days delinquent in payment of Carrying Charges or Special Assessments due to the Corporation under his or her Occupancy Agreement or otherwise may be removed as provided herein.

(e) Vacancies Filled by Board of Directors. Vacancies in the Board of Directors may be filled by a majority vote of the Board of Directors then in office except for an unfilled vacancy created by the removal of a Director, under paragraph (d) above. Whenever possible, the Board shall make reasonable attempts to make the selection from no less than three (3) qualified candidates who are willing to serve.

(f) Vacancies Filled by Members. The Members may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Board of Directors. For purposes of filling vacancies on the Board by the Members, the Nominating Committee shall nominate candidates to fill any vacancy or vacancies at least ten (10) days before the mailing of the notice of meeting of the Members to fill such vacancy or vacancies.

(g) Term of Successor Director. The term of any Director elected by the Board or by the Members to fill a vacancy, as provided in this Section 4, shall be the unexpired term of his predecessor and until a successor has been elected and qualified.

(h) No Vacancy on Reduction of Number of Directors. No reduction in the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

SECTION 5. REGULAR MEETINGS; PLACE OF MEETINGS; MEETINGS BY TELEPHONE. Regular meetings of the Board of Directors may be held at any time and place within Orange County, California that has been designated from time to time by resolution of the Board and shall be open to all Members of the Corporation during such portion of the meetings as required by law provided that at least one such regular meeting shall be held during each three month period. In the absence of such designation, regular meetings shall be held at the principal office of the Corporation. Notices of regular meetings shall be given in accordance with Section 7(b) of this Article. Special meetings of the Board shall be held at any time and place within Orange County, State of California, that has been designated in the notice of the meeting or, if not stated in the notice, or if there is no notice, at the principal office of the Corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting; provided that the minutes of such meeting are made available to all Members at the principal office of the Corporation.

SECTION 6. ORGANIZATIONAL MEETINGS. Within ten (10) days following each annual meeting of Members, the Board of Directors shall hold an organizational meeting for the purpose of organization, election of officers, and the transaction of other business. Notices of organizational meetings shall be given in accordance with Section 7(b) of this Article.

SECTION 7. SPECIAL MEETINGS.

(a) Authority to Call. Special meetings of the Board of Directors for any purpose may be called at any time by the President or any three (3) Directors.

(b) Notice.

- (i) Manner of Giving. Notice of the time and place of any meeting shall be given to each Director by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage pre-paid; (c) by telephone communication, either directly to the Director or to a person who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Corporation. Notice shall be deemed to have been given at the time when notice is delivered, deposited in the mail or sent by telegram, as the case may be.
- (ii) Time Requirements. Notices shall be given at least three (3) business days prior to any meeting.
- (iii) Notice Contents. The notice shall state the time and place for the meeting, and in the case of special meetings, the general nature of the business to be transacted.

SECTION 8. QUORUM AND ACTION BY DIRECTORS. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business except to adjourn as provided in Section 10 of this Article VI. Unless a greater number is required by law, by the Articles of Incorporation or by these Bylaws, every act or decision done or made 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. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

SECTION 9. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 10. ADJOURNMENT. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place, or either.

SECTION 11. NOTICE OF ADJOURNMENT. If the time and place of holding an adjourned meeting is fixed at the meeting adjourned, then notice of the time and place of holding an adjourned meeting need not be given to any Director who attended the meeting adjourned, and any business which might have been transacted at the meeting as originally called may be transacted at the adjourned meeting.

SECTION 12. ACTION WITHOUT MEETING. 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, individually or collectively, consent in writing to that action either before or after the action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 13. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may not receive compensation for their services as Directors or members, but any Director or member of a committee may receive such reimbursement of expenses, as may be determined by resolution of seventy-five percent (75%) of the total members of the Board of Directors.

ARTICLE VII COMMITTEES

SECTION 1. COMMITTEES. The Board of Directors may designate one or more committees, each consisting of two or more persons, to serve at the pleasure of the Board. The duties and powers of these committees shall be determined by the Board, provided that the authority of the committee is limited to advising the Board and all final action is subject to the specific approval of the Board.

SECTION 2. APPOINTMENT TO COMMITTEES. All committee chairpersons and committee members (Directors) shall be members of the Board of Directors and appointed by the President subject to approval of the Board of Directors. Advisors to the committees shall be designated by the appropriate Committee Chairperson, subject to the approval of the Board. The number of advisors per committee shall not be more than the number of Directors on the committee.

SECTION 3. COMMITTEE RESPECTING TRAFFIC VIOLATIONS. The Board of Directors may establish a committee, consisting of three (3) or more of this Corporation's Board of Directors, with authority to create a traffic violation enforcement program and to conduct hearings respecting all Members' traffic violations and to impose monetary penalties based on the results of such hearings; provided, however, that such hearings shall be conducted in accordance with policies established by the Board of Directors, and any monetary penalties shall be imposed only in accordance with the Schedule of Monetary Penalties adopted and distributed by the Board of Directors. Any decision of the Traffic Violations Committee shall be final. If the Board of Directors decides to establish a Traffic Violations Committee as provided for herein, the Board shall then determine how frequently such committee shall meet, how frequently the membership of such committee shall be changed, and any other matters pertaining to the operations of the committee,

including fair and reasonable procedures for giving notice to any Member respecting the alleged traffic violation and for conducting the hearing.

ARTICLE VIII NOMINATION FOR AND ELECTION OF DIRECTORS

SECTION 1. NOMINATING COMMITTEE. The Nominating Committee shall consist of five (5) or seven (7) Members of the Corporation.

SECTION 2. APPOINTMENT OF COMMITTEE MEMBERS. Any Member in good standing, who is not currently a Director on either the United or Golden Rain Foundation Board may be recommended for Membership on the Nominating Committee upon the submission of his or her name to the Secretary not later than the appointed hour of the second regular meeting of the Board of Directors following the organizational meeting provided in Section 6 of Article VI. At such regular meeting, at least four (4) months prior to the annual meeting of Members, the Board shall determine the number of members who shall serve on the Nominating Committee and members of the committee shall be appointed by the Board from among those persons so recommended and they shall serve until their successors are appointed. In the event that the number of Members recommended for membership on the Nominating Committee is insufficient to fill the number of positions on the Nominating Committee so determined by the Board, then the Board shall appoint the additional Members from among the Membership of the Corporation so that all positions on the Nominating Committee are filled. Vacancies shall be filled, as they occur, in a like manner as provided above at a regular or special meeting of the Board.

SECTION 3. NOMINATION PROCEDURE.

(a) The Nominating Committee, from time to time, shall prepare, revise and maintain, at the principal office of the Corporation a list of Members who, in its opinion, are qualified, willing and able to serve as Directors of the Corporation.

(b) At least seventy (70) days before each annual meeting of the Members, the Nominating Committee shall nominate candidates for election as Directors by submitting the names of candidates to the Secretary and shall advise each potential candidate by hand delivery within twenty-four (24) hours whether such Member has or has not been nominated.

(c) Each candidate shall submit to the Secretary a statement of background and qualifications not to exceed two hundred fifty (250) words in length not less than fifty-five (55) days prior to the annual meeting. The Secretary shall forward all such statements to each Member with the ballot required by Section 9 of Article V. For purposes of filling vacancies on the Board by the Members, the Nominating Committee shall nominate candidates to fill any vacancy or vacancies at least ten (10) days before the mailing of the notice of meeting of the Members to fill such vacancy or vacancies.

(d) Any candidate or spouse who has a direct or indirect financial interest in any business organization or who is a director, officer or employee of any business, or agency of any county, state or federal government (other than a charitable organization), incorporated or otherwise, which

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engages in business transactions with the Corporation, shall disclose such relationship to the Nominating Committee at the time of their interview before said Nominating Committee.

(i) Failing to disclose such relationship shall, when ascertained, immediately disqualify the candidate, or if ascertained after the candidate shall be elected as a Director to the Board of Directors of the Corporation, shall immediately disqualify the Director from further service on the Board thereby creating a vacancy to be filled by the Board of Directors as provided in Section 4(e) of Article VI.

(e) Candidates must disclose the fact that they have significant outside time consuming commitments such a full time or significant employment responsibilities to care for other or extensive travel plans which could impact on the time available to conduct Board Business.

SECTION 4. NOMINATIONS BY MEMBERS.

(a) Members representing one hundred (100) Memberships of the Corporation may nominate by petition Members in good standing by delivering to the Secretary at least sixty (60) days before the annual meeting a petition to the Secretary, signed by such Members within eleven (11) months preceding the next time Directors will be elected.

(b) Each candidate shall submit to the Secretary his statement of background and qualifications as provided in Section 3 above.

SECTION 5. CLOSE OF NOMINATIONS. Notwithstanding anything to the contrary in these Bylaws, nominations for the Board shall close sixty (60) days before the day Directors are to be elected. No nominations for the Board can be made after the closing date. This section shall not apply for purposes of filling vacancies on the Board.

SECTION 6. ELECTION PROCEDURE.

(a) Solicitation of Votes. If more people are nominated for the Board than can be elected, the election shall take place by means of a procedure that allows all nominees a reasonable opportunity to solicit votes and all Members a reasonable opportunity to choose among nominees.

(b) Publications. Without limiting the generality of the foregoing, if the Corporation now or hereafter publishes, owns, or controls a magazine, newsletter, or other publication, and publishes material in the publication soliciting votes for any nominee for Director, it shall make available to all other nominees, in the same issue of the publication, an equal amount of space, with equal prominence, to be used by the nominee for a purpose reasonably related to the election.

(c) Mailing Election Material. On written request by any nominee for election to the Board and accompanying payment of the reasonable costs of mailing (including postage), the Corporation shall, within ten (10) business days after its receipt of the request (provided payment has been made), mail to all Members, or such portion of them as the nominee may reasonably specify, any material that the nominee may furnish that is reasonably related to the election, unless the Corporation within five business days after its receipt of the request allows the nominee, at the Corporation's option, the right to do either of the following: (1) inspect and copy the record of all

the Members' names, addresses, and voting rights, at reasonable times, on five business days' prior written demand on the Corporation, which demand shall state the purpose for which the inspection rights are requested; or (2) obtain from the Secretary of the Corporation, on written demand and tender of a reasonable charge, a list of the names, addresses, and voting rights of those Members entitled to vote for the election of Directors, as of the most recent record date specified by the Member subsequent to the date of demand. The Membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified in it as the date by which the list is to be compiled.

(d) Refusal to Publish or Mail Material. The Corporation may not decline to publish or mail material that it is otherwise required hereby to publish or mail on behalf of any nominee, on the basis of the content of the material, except that the Corporation or any of its agents, officers, Directors, or employees may seek and comply with an order of the Superior Court or an arbitrator allowing them to delete material that the court or arbitrator finds will expose the moving party to liability.

(e) No Use of Corporate Funds to Support Nominee. No corporate funds may be expended, either directly or indirectly, to support a nominee for Director.

ARTICLE IX OFFICERS

SECTION 1. OFFICERS. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, and a Chief Financial Officer who shall be the Treasurer, all of whom shall be Members of the Board of Directors. The Corporation may have such other officers as may be provided in these Bylaws or as are elected by the Board of Directors, or both. Officers shall perform the duties provided in these Bylaws and such other duties as may be authorized or directed by the Board of Directors.

SECTION 2. ELECTION OF OFFICERS. The officers of the Corporation shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board for a one (1) year term and until their successors are elected, subject to the rights, if any, of an officer under any contract of employment. A person elected to fill a vacancy shall serve only for the remainder of the term of his or her predecessor.

SECTION 3. REMOVAL OF OFFICERS. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Directors, at any regular or special meeting of the Board.

SECTION 4. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the President, Secretary or Board of Directors. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

SECTION 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular election to that office.

SECTION 6. RESPONSIBILITIES OF OFFICERS.

(a) President. The President shall, subject to the control of the Board of Directors, generally supervise, direct, and control the business and the officers of the Corporation. He or she shall preside at all meetings of the Members and at all meetings of the Board of Directors. He or she shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

(b) Vice-Presidents. In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a 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 President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors. The General Manager employed from time to time by the managing agent of the Corporation shall be a Vice President ex officio and, unless excused by the Board of Directors, shall attend all meetings of the Members and of the Board of Directors.

(c) Secretary. The Secretary shall attend to the following:

- (i) Corporate Records. The Secretary shall keep or cause to be kept, at the principal office of the Corporation, the original or a copy of the Articles of Incorporation, the Bylaws, a book of minutes of all meetings and of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings, the number of Members present or represented at Members' meetings, and the proceedings of such meetings.
- (ii) Membership Records. The Secretary shall keep, or cause to be kept, at the principal office, a record of the Corporation's Members, showing the names of all Members, their addresses, and the class of Membership held by each.
- (iii) Notices, Seal and Other Duties. 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 to be given. He or she shall keep the seal of the Corporation in safe custody. A duplicate of the seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer. He or she shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(d) Treasurer. The Treasurer shall attend to the following:

- (i) Books of Account. The Treasurer shall keep or cause to be maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of the properties and accounts of its assets,

liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

- (ii) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation 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 or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or by Bylaws. The foregoing shall not be applicable if such responsibilities have been delegated to a managing agent by the Corporation.
- (iii) Bond. If required by the Board of Directors, the Treasurer and any other officer, agent or employee of the Corporation handling or responsible for corporate funds shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement or removal from office. The premiums on such bonds shall be paid by the Corporation.

ARTICLE X EXERCISE OF POWERS

SECTION 1. DUTIES AND LIABILITIES.

(a) Directors and Officers shall perform their duties, including duties as a member of any committee of the Board, in good faith, in a manner such person believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) The Board of Directors 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 Corporation and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors, no officer, agent or other person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

SECTION 2. TRANSACTIONS INVOLVING DIRECTOR. Subject to Section 7233 of the Nonprofit Mutual Benefit Law, which limits transactions involving one or more of its Directors, all contracts or other transactions between the Corporation and one or more of its Directors, or between the Corporation and any corporation, firm or association in which one or more of its Directors has

a material financial interest or serves as a Director, shall be authorized, approved or ratified by the Board of Directors. The interested or common Director or Directors:

(a) Shall not be present during the discussion of, nor the vote on such contract or transaction;

(b) Shall not be counted in determining the presence of a quorum with respect to the approval or ratification of such contract or transaction; and

(c) Shall not be allowed to vote on such contract or transaction, at the meeting of the Board which authorizes, approves or ratifies such contract or transaction.

SECTION 3. CORPORATE LOANS, GUARANTEES AND ADVANCES.

(a) Except as provided in paragraph (b); the Corporation shall not make any loan of money or property to or guarantee the obligation of:

(i) Any Director or officer of the Corporation; or

(ii) Any person who borrows upon the security of Memberships of the Corporation.

(b) The Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or officer, provided that in the absence of such advance such Director or officer would be entitled to be reimbursed for such expenses by the Corporation.

SECTION 4. ENDORSEMENT OF DOCUMENTS; CONTRACTS. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the President or any Vice President, and the Secretary, and Assistant Secretary, the Treasurer or any Assistant Treasurer of the Corporation shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons in such manner as from time to time shall be determined by the Board of Directors, and, unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

SECTION 5. RIGHTS OF THE FEDERAL HOUSING ADMINISTRATION. The management, operation and control of the affairs of the Corporation shall be subject to the rights, powers and privileges of the FHA pursuant to a Regulatory Agreement between the Corporation and the FHA. The Corporation is bound by the provisions of the Regulatory Agreement, which is a condition precedent to the insurance of a mortgage of the Corporation on the project.

ARTICLE XI
INDEMNIFICATION OF DIRECTORS,
OFFICERS, EMPLOYEES, AND OTHER AGENTS

SECTION 1. INDEMNIFICATION. This Corporation shall have the power to indemnify any agent of the Corporation to the fullest extent allowed by Section 7237 of the Nonprofit Mutual Benefit Law. For purposes of this Article, the term "agent" when used herein shall have the same meaning ascribed thereto in Section 7237.

SECTION 2. ADVANCE OF EXPENSES. Expenses incurred in defending any legal action or proceeding may be advanced by this Corporation before the final disposition of the action or proceeding on receipt of a bond or other undertaking by or on behalf of the agent proceeded against to repay the amount of the advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

SECTION 3. CONTRACTUAL RIGHTS OF NON-DIRECTORS AND NON-OFFICERS. Nothing contained in this Article shall affect any right to indemnification to which agents other than Directors and officers of this Corporation may be entitled by contract or otherwise.

SECTION 4. INSURANCE. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this Article XI.

ARTICLE XII
RECORDS AND REPORTS

SECTION 1. FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January every year. The commencement date of the fiscal year herein established may be changed by the Board of Directors with prior written approval of the Federal Housing Administration (HUD).

SECTION 2. BOOKS AND ACCOUNTS. Books and accounts of the Corporation shall be kept as prescribed by law. The amount of the Carrying Charges required for payment on the principal of the mortgage of the Corporation or any other capital expenditures shall be credited upon the books of the Corporation to the "Paid-in-Surplus" account as a capital contribution by the Members.

SECTION 3. AUDITING. After the close of each fiscal year, the books and records of the Corporation shall be audited by an independent certified public accountant, whose report shall be prepared and certified in accordance with standard accounting procedures.

SECTION 4. INSPECTION RIGHTS OF MEMBERS.

(a) Except as provided in paragraph (c) of this section 4, any Member of the Corporation:

- (i) May inspect and copy the records of the Members' names and addresses and voting rights during usual business hours on five days' prior written demand on the Corporation, stating the purpose for which the inspection rights are requested, which purpose must be reasonably related to such person's interest as a Member, or
 - (ii) Obtain from the Secretary of the Corporation, on written demand and on the tender of the Secretary's usual charges for such a list, if any, a list of names and addresses of Members who are entitled to vote for the election of Directors, and their voting rights, as of the most recent record date for which that list has been compiled, or as of the date specified by the Member after the date of demand. The demand shall state the purpose for which the list is requested, which purpose must be reasonably related to such person's interest as a Member. This list shall be made available to any such Member by the Secretary on or before the later of ten (10) days after the demand is received or the date specified in it as the date by which the list is to be compiled; or
- (b) Where the Corporation reasonably believes that the information requested above will be used for a purpose other than a purpose reasonably related to the requesting Member's interest as a Member or where it provides a reasonable alternative pursuant to paragraph (c) below, the Corporation may deny the Member access to the Membership list.
- (c) The Corporation may, within ten (10) business days after receiving a demand under paragraph (a) deliver to the person or persons making the demand (including the advancing of reasonable costs incurred by the Corporation) a written offer of an alternative method of achieving the purpose identified in said demand without providing access to or a copy of the Membership list. An alternative method which reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made under paragraph (a) shall be deemed a reasonable alternative, unless within a reasonable time after acceptance of the offer the Corporation fails to do those things which it offered to do. Any rejection of the offer shall be in writing and shall indicate the reasons the alternative proposed by the Corporation does not meet the proper purpose of the demand made pursuant to paragraph (a).
- (d) Any Member of the Corporation may, upon written request, inspect the accounting books and records and minutes of the proceedings of the Members and the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest as a Member.
- (e) Any inspection and copying under this section may be made in person or by an agent or attorney of the Member and the right of inspection includes the right to copy and make extracts.

SECTION 5. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal office the original or a copy of the Articles and Bylaws as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours.

SECTION 6. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

SECTION 7. ANNUAL FINANCIAL REPORT TO MEMBERS. The Corporation shall notify each Member annually of the Member's right to receive a financial report. Upon written request of any Member, the Board shall cause the most recent annual financial report to be sent to the requesting Member. Not later than one hundred twenty (120) days after the close of the Corporation's fiscal year, the Board shall cause an annual financial report to be prepared. Such report shall contain the information required by Section 8321 of the Nonprofit Mutual Benefit Corporation Law.

SECTION 8. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATION. No later than the time the Corporation makes available its annual financial report to the Members and in any event no later than one hundred twenty (120) days after the close of the Corporation's fiscal year, the Corporation shall prepare and make available to each Member and Director a statement of the amount and circumstances of any transaction or indemnification required by Section 8322 of the Nonprofit Mutual Benefit Corporation Law.

ARTICLE XIII CONSTRUCTION

SECTION 1. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Nonprofit Mutual Benefit Corporation Law and the Common Interest Development Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

SECTION 2. Rules of Order. The rules contained in Robert's Rules of Order, as newly revised, shall govern all Members' meetings and Directors' meetings of the Corporation, except in instances of conflict between said Rules of Order and the Articles or Bylaws of the Corporation or provisions of law. In the event of any conflict, applicable provisions of law will prevail over the Articles or Bylaws, and the Articles or Bylaws will prevail over the Rules of Order.

ARTICLE XIV AMENDMENTS

SECTION 1. AMENDMENT BY MEMBERS. New Bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote or written assent of the Members as defined in Section 5034 of the California Nonprofit Corporation Law or any successor statute thereto. Further, where any provision of these Bylaws requires the vote of a larger proportion of the Members than otherwise required by law, such provision may not be altered, amended or repealed except by vote of such larger number of Members. No amendment may extend the term of a Director beyond that for which such Director was elected, except as stated in Article VI, Section 3.

Notwithstanding the Board of Directors' rights to amend or repeal these Bylaws, as set forth in Section 3 below, the Members must approve any action that would: (a) materially and adversely

affect the rights of Members as to voting, dissolution, or redemption, or transfer of Memberships; (b) increase or decrease the number of Memberships authorized in total or for any class; (c) effect an exchange, reclassification, or cancellation of all or any part of the Memberships; (d) authorize a new class of Membership; or (e) specify or change a fixed number of Directors or the maximum or minimum number of Directors or change from a fixed to a variable number of Directors or vice versa.

The power of Members to approve the repeal or amendment of Bylaws is subject to the further approval of the Members of a class if such action would: (a) materially and adversely affect the rights, privileges, preferences, restrictions, or conditions of that class as to voting, dissolution, redemption, or transfer of Memberships in a manner different than such action affects another class; (b) materially and adversely affect such class as to voting, dissolution, redemption, or transfer of Memberships by changing the rights, privileges, preferences, restrictions, or conditions of another class; (c) increase or decrease the number of Memberships authorized for such class; (d) increase the number of Memberships authorized for another class; (e) effect an exchange, reclassification or cancellation of all or part of the Memberships of such class; or (f) authorize a new class of Memberships.

SECTION 2. AMENDMENT PROPOSALS. Amendments may be proposed by the Board of Directors or by petition delivered to the Secretary and signed by Members entitled to exercise at least twenty percent (20%) of the voting power of the Corporation. A description of any proposed amendment shall accompany the notice of any regular or special meeting of the Members of the Corporation at which such proposed amendment is to be voted upon.

SECTION 3. AMENDMENT BY DIRECTORS. Subject to the rights of Members under Section 1 of this Article XIV, the Board of Directors may, by obtaining approval from two-thirds of the entire Board of Directors, adopt, amend or repeal Bylaws in the following circumstances:

(a) Amendments to Section 1 and 2 of Article VI as necessary to facilitate any consolidation or merger with, or acquisition of the assets and liabilities of, any Laguna Hills mutual Corporation.

(b) Any amendments which the Board of Directors are permitted to make under Section 7150 of the Nonprofit Mutual Benefit Law.

ARTICLE XV LIQUIDATION

SECTION 1. DEDICATION OF ASSETS. The properties and assets of this Corporation are irrevocably dedicated to fulfillment of the objectives and purposes of this Corporation as set forth in Article II. This Corporation does not contemplate any distribution of assets, gains, profits or dividends to any of its Members, except in accordance with Chapter 4 of the Nonprofit Mutual Benefit Law, Sections 7410 et seq.

SECTION 2. DISSOLUTION. Upon the dissolution of this Corporation, after having received the affirmative vote of a majority of the Membership, or after approval by the Board of

Directors and approval of the Members pursuant to § 5034 of the California Nonprofit Corporation Law (or any successor statute) and after paying or adequately providing for the debts and obligations of this Corporation, the Directors or other persons in charge of the dissolution shall distribute any remaining assets to the then Members of this Corporation or other persons entitled thereto in accordance with Chapters 15, 16 and 17 of the Nonprofit Mutual Benefit Law, Sections 8510 et seq. or the Directors may transfer said assets to a successor corporation with similar purposes to that of this Corporation.

If distribution of assets (other than the Manors) is chosen, the distribution to Members shall be made by the method in which the assets were collected. All Manors shall be returned to the Members as their interests may appear on the Certificates of Membership.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected and acting Secretary of UNITED LAGUNA HILLS MUTUAL, a California nonprofit mutual benefit corporation, and the above Bylaws, consisting of 36 pages, are the Bylaws of this Corporation as adopted by an action of the members by written consent without a meeting as of _____, 1994.

DATED: _____

Secretary

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