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BYLAWS
OF
DESERT BREEZES MASTER ASSOCIATION

ARTICLE I
DEFINITIONS

All terms as used in these Bylaws shall, unless stated otherwise, be defined as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Desert Breezes Master Association recorded on July 27, 1984, as Instrument No. 163806 of Official Records of Riverside County, California ("Declaration") and any amendments thereto. All of the terms and provisions of the Declaration and any amendments thereto are incorporated herein by reference.

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association for the transaction of business is hereby fixed and located within the County of Riverside, State of California. The Board is granted full power and authority to change the principal office from one location to another within the County.

BYLAWS
OF
DESERT BREEZES MASTER ASSOCIATION

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ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity including Declarant who is a Member of a Sub-Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Unit which gives rise to such membership. Membership in a Sub-Association shall be the sole qualification for membership in the Association. A Member may not possess more than one membership in the Association but shall have a vote for each Unit owned as set forth below and in the Declaration. Transfer of a Unit shall automatically transfer membership in the Association and all rights of the transferor with respect to the Covered Property and the membership of the transferor shall automatically terminate. The provisions of these Bylaws, which are binding upon all Members, are not exclusive, and Members shall also be subject to the terms and provisions of the Declaration, the Articles and Association rules.

Section 2. Voting Rights. Voting shall be as described in the Declaration. Voting rights shall vest as described in the Declaration.

Section 3. Assessments. Each Sub-Association shall be liable for the payment of such assessments as may be fixed and levied by the Board pursuant to the Declaration. Should any Sub-Association fail to pay its assessments before delinquency, the Association, at the discretion of the Board, shall have the right to institute legal action to enforce collection of the delinquent assessment.

The Owner of Declarant's Property and the Owner of the LBA Property, subject to the limitations provided in the Declaration, shall also be liable for the payment of such assessments as may be fixed and levied by the Board pursuant to the Declaration. Should the Owner of Declarant's Property or the Owner of the LBA Property fail to pay its assessments before delinquency, the Association, at the discretion of the Board, shall have the right to institute legal action to enforce collection of the delinquent assessment and shall have the further right to perfect and foreclose a lien upon Declarant's Property or the LBA Property to enforce collection of such delinquent assessment.

Section 4. Association Rules; Enforcement. The Board shall have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable. Any disciplinary action by the Board shall satisfy the minimum requirements of Section 7341 of the Corporations Code before a decision to impose disciplinary action is reached with respect to the accused Member. The rules and regulations shall also provide that no fine or penalty shall be levied without the following procedural safeguards:

- A. A written statement of the alleged violations shall be provided to the Member, specifying the date on which the charges shall be heard;
- B. No proceedings under this Section shall be brought against any Member unless that Member has received the written statement of charges at least fifteen (15) days but not more than thirty (30) days prior to the hearing;

- C. The Board shall appoint a panel of three (3) capable persons (one of whom shall be designated a chairman) who may or may not be Members and who shall hear the charges and evaluate the evidence of the alleged violation;
- D. At the hearing, the Member so charged shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses;
- E. The panel shall deliver to the Member so charged, within seven (7) days after the hearing, a written decision which specifies the fines or penalties levied, if any, and the reasons therefor;
- F. In the event the Member corrects an alleged violation prior to the hearing date, the Board shall discontinue the proceedings.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Waiver of Meetings. There shall be no meetings of Members of the Association, the right to do so being expressly waived. All decisions with respect to Association matters shall be vested in the Board of Directors, subject to the right of the Members to vote at the Sub-Association level on certain actions requiring approval of Members, as described in the Declaration.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Powers and Duties. In addition to the powers and duties of the Board described in the Declaration, the Articles, or elsewhere in these Bylaws, and subject to limitations concerning actions requiring approval or authorization by the Members as specified in Article V, Section 4. of the Declaration, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board. These powers shall include, without limitation, the following:

- A. To select, appoint and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, the Articles, the Declaration and these Bylaws, to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.
- B. To conduct, manage and control the affairs and business of the Association, and to enforce such rules and regulations therefor consistent with law, the Articles, the Declaration and these Bylaws, as the Board may deem necessary or advisable.
- C. To maintain the Covered Property in the manner described in the Declaration, but subject to the limitations on the power of the Board specifically described therein and in these Bylaws.

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D. Upon dissolution of the Association, to distribute Association assets according to Corporations Code Sections 8713-8720, as amended.

Section 2. Number and Qualifications. The number of Directors of the Association shall be three (3) until changed by a duly adopted amendment to this section. In no event shall any amendment decrease the number of Directors below three (3).

Section 3. Initial Board of Directors. The initial Board of Directors shall be established by Declarant at any time prior to or immediately upon the conveyance of the first unit of any type in the Project and shall consist of persons appointed at the discretion of Declarant. Each initial Director shall be entitled to cast one (1) individual vote. Each of the initial Directors appointed by Declarant shall hold office until (a) their successors have been elected at the first annual, organizational meetings of each of the Sub-Associations; however, such successors, elected as specified in Sections 4 and 5 below, shall not take office until all three Sub-Associations have selected a delegate, or (b) their earlier resignation or removal from office, which removal shall be at the discretion of Declarant. In the event of removal or resignation, Declarant shall immediately appoint, at its discretion, replacement initial Directors.

Section 4. Election and Term. At the first annual, organizational meeting of each of the Sub-Associations, the Members of each such Sub-Association shall elect a Director, i.e., a delegate from the particular Sub-Association, to fill a position on the Board. The three (3) Directors so elected shall each serve

concurrently for a term of one (1) year, as specified in the Declaration.

Section 5. Election Procedures. Election to the Board shall be made by each Sub-Association pursuant to its respective Articles, Bylaws and Declaration of Covenants, Conditions and Restrictions, all as further described in the Master Declaration.

Section 6. Removal. A Director may be removed from office by Members of each Sub-Association in the same manner as a Director of the Sub-Association itself may be removed from office, pursuant to the Governing Documents of the Sub-Association. Similarly, a new Director shall be selected by Members of each Sub-Association to replace any removed Director in the same manner as a Director of the Sub-Association itself is selected to replace a removed Sub-Association Director, pursuant to the Governing Documents of the Sub-Association.

Section 7. Vacancies. A vacancy shall be deemed to exist in the case of the death or resignation of any Director. Any vacancy created by the death or resignation of a Director shall be filled by a "temporary" Director selected by the Board of Directors of that Sub-Association whose delegate died or resigned. This temporary Director shall serve for the unexpired term of the previous Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held quarterly at such place and hour within the Project as may be fixed by resolution of the Board. Notice of the time and place of each meeting shall be posted at a prominent place or places within the common areas contained in the Covered Property

and the Project at least four (4) days prior to the meeting date, and shall be communicated to Directors not less than four (4) days prior to the meeting date; provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or written consent to the holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by written notice signed by the President of the Association, or by any two (2) Directors other than the President, after not less than seventy-two (72) hours notice to each Director. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all Directors and posted in a manner prescribed for notice of regular meetings not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, such notice need not be given to any Director who signs a waiver of notice or a written consent to holding of the meeting.

Section 10. Attendance at Meetings; Executive Sessions. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of the Unit Vote quorum of the Board. The Board may, by the vote of a majority of a Unit Vote quorum, adjourn a regular or special meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and other business of a similar nature. Executive sessions shall not be open to the general membership, but

the nature of any and all business to be considered in executive session shall first be announced in open session.

Section 11. Quorum. A majority of the number of Unit Votes in the Association eligible to be cast shall constitute a quorum for the transaction of business. Every act or decision made or done by a majority of the Unit Votes cast at a meeting duly held at which a quorum is present shall be regarded as the act of the Board.

Section 12. Organizational Meeting. Within one (1) month after each of the three (3) Sub-Associations have selected a delegate Director, the Board shall hold a regular meeting for the purpose of organization, election of Officers and the transaction of other business.

Section 13. Adjournment. A quorum of the Unit Votes as cast by the Directors may adjourn any Board meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, the majority of the Unit Votes eligible to be cast at any Board meeting, either regular or special, may adjourn said meeting from time to time until the time fixed for the next regular meeting of the Board.

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors consent in writing to and cast all Unit Votes in favor of such action. Such written consents and votes shall be filed and recorded with the minutes of the proceedings of the Board. Such action shall have the same force and effect as a unanimous Unit Vote by the Directors, and an explanation of any

action so taken shall be posted in a prominent place or places within the Covered Property within three (3) days thereafter.

Section 15. Indemnification of Directors, Officers and Employees. The Association may, to the maximum extent permitted by Section 7237 of the Corporations Code, reimburse, indemnify and hold harmless each Director, Officer and employee of the Association and each person who, at the request of the Association acts as a director, officer or employee of any other corporation in which the Association has an interest, from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by him, including reasonable settlement payments, in connection with any claim, action, suit or proceeding or threat thereof, made or instituted, in which he may be involved or be made a party by reason of his being or having been a Director, Officer or employee of the Association or such other corporation, or by reason of any action alleged to have been taken or omitted by him in such capacity, except that there shall be no right of indemnification to any such person if the action taken or omitted by him, which action or omission serves as the basis of liability, is the result of fraud, any similar act, or negligence. The right of indemnification provided herein, shall inure to each person referred to herein, whether or not the claim asserted against him is based on matters which arose in whole or in part prior to the adoption of this Section and in the event of his death shall extend to his legal representatives.

Section 16. Fees and Compensation. No Director or Officer shall receive any salary for his services as a Director or Officer. Nothing herein shall be construed to preclude any Director

or Officer from servicing the Association as agent, counsel, or in any capacity other than as Director or Officer, and receiving compensation for such services. Directors may also be reimbursed for any actual expenses incurred in the performance of duties as Directors.

Section 17. Records. The Board shall cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at annual meetings of the Board or at any special meeting where such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Unit Votes entitled to be cast thereat.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1. Officers. The Officers of the Association shall be a President and Vice President, who shall at all times be Directors, a Secretary and a Treasurer (who may, but need not be Directors), and such other officers as the Board may from time to time by resolution establish.

Section 2. Election. The initial election of Officers shall take place at the first meeting of the Board after the Sub-Association delegate Directors first take office, as provided in Article V, Section 3(A) herein and the subsequent elections of officers shall take place annually thereafter.

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

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 above.

Section 8. Duties. The duties of the Officers shall be as follows:

- A. President. The President shall be the chief executive officer of the Association and, subject to the control of the Board and provisions of the Declaration, shall have general supervision, direction and control of the business and affairs of the Association. The President

shall be an ex officio member of any standing committees and shall have the general powers and duties of management usually vested in the office of the President of a corporation, and such other powers and duties as may be prescribed by the Board or these Bylaws.

- B. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of its members; keep the corporate seal of the Association and affix it to all papers requiring such seal; keep, or cause to be kept, appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as may be required by the Board.
- D. Treasurer. The Treasurer shall keep and maintain adequate and correct accounts of the properties and business transactions of the Association. Books of account shall be open to inspection by any Director or Member at all reasonable times as described below. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board, shall render to the President and Directors whenever they request it

an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE VII

BOOKS, RECORDS AND FINANCIAL REPORTS

Section 1. Inspection of Corporate Records. The membership register, books of account, and minutes of meetings of Board meetings and meetings of committees of the Board, shall be available for inspection and copying by any Member or his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or such other place within the Project as the Board may prescribe. The Board may establish reasonable rules concerning the notice to be given to the custodian of records by the Member desiring to inspect them, the hours and days of the week when such an inspection may be made, and the payment of cost of reproducing copies of documents requested by a Member.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

Section 2. Inspection of Bylaws. The Association shall keep in its principal office the original or a copy of the Bylaws as

amended, certified by the Secretary, which shall be open to inspection by all of the Members at all reasonable times.

Section 3. Checks, Drafts, etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such Officer or Officers and in such manner as shall be determined by resolution of the Board.

Section 4. Contracts. Except as otherwise provided in these Bylaws, the Board may authorize any Officer(s) or agent(s) to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

The Board shall not enter into any contracts for goods or services with a duration greater than one (1) year without the vote or written consent of a majority of the Unit Votes in the Association as described and provided for in the Declaration, with the following exceptions: (i) a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration; (ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; (iii) prepaid casualty and/or liability insurance po-

licies of not to exceed three (3) years' duration, provided that the policy permits short rate cancellation by the insured; or (iv) lease agreements for laundry room fixtures and equipment of not to exceed five (5) years' duration; provided that the lessor under the agreement is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more. Any agreement for professional management of the Association or for services of the Declarant must provide that the management contract may be terminated by either party without cause or payment of a termination fee upon ninety (90) days' written notice and the term of such contract shall not exceed one (1) year.

Section 5. Budgets and Financial Statements. The Board shall cause financial statements for the Association to be prepared and sent to each Member, the Owner of Declarant's Property and the Owner of the LBA Property, if such property is subject to assessment, as follows:

- A. A pro forma operating statement (budget) for each fiscal year shall be prepared and distributed to each Member within sixty (60) days prior to, but not less than forty-five (45) days prior to, the beginning of that fiscal year. This budget shall contain at least the following information:
- (i) A statement of the estimated revenues and expenses of the Association, prepared on an accrual basis;
 - (ii) The amount of the total cash reserves of the Association currently available for replacement or

major repair of Common Area facilities and for material contingencies;

(iii) An itemized estimate of the remaining life of, and the methods of funding to defray the costs of repair, replacement or additions to major components of the Common Areas and Improvements which the Association is responsible to maintain;

(iv) A general statement describing the procedures used by the Association for the calculation and establishment of reserves to defray the costs of repair, replacement or addition to major components of the Common Areas and Improvements which the Association is responsible to maintain.

B. A balance sheet as of an accounting date which shall be the last day of the month closest in time to six (6) months from the date of the first conveyance of a Unit and an operating statement for the period from the date of the first closing to said accounting date shall be distributed to each Member not less than sixty (60) days after the accounting date. This operating statement for the first six (6) months' accounting period shall include a schedule of assessments received and receivable itemized for each Unit within the Project and by the name of the person or entity assessed therefor.

C. An annual report consisting of a balance sheet as of the last day of the fiscal year and an operating (income) statement for the fiscal year shall be distribut-

ed within one hundred twenty (120) days after the closing of the fiscal year to each Member of the Association. Such annual report shall include a statement of changes in financial position for the fiscal year and any information required to be reported under Section 8322 of the Corporations Code. If such annual report is not prepared by an independent accountant as may be required by Section 6 of this Article, it shall be accompanied by the certificate of an authorized officer of the Association that the statements contained therein were prepared without audit from the books and records of the Association.

Section 6. External Audit. An external audit prepared by an independent public accountant shall be required for fiscal year financial statements (other than budgets) of the Association for any fiscal year in which the gross income of the Association exceeds Seventy-Five Thousand Dollars (\$75,000). A copy of such audit shall be available for inspection by each Member, Officer or Director of the Association within thirty (30) days of completion thereof.

Section 7. Statement Concerning Assessment Defaults. In addition to the budgets and financial statements described in Section 5 above, the Board shall also distribute annually, within sixty (60) days prior to the beginning of the fiscal year a statement describing the Association's policies and practices in enforcing its remedies against Owners for defaults in the payment of Regular and Special Assessments (including the recording and

foreclosure of liens against Condominiums whose Owners are in default).

Section 8. Fiscal Year. The fiscal year of the Association shall be November 1 through October 30 of each year.

Section 9. Availability of Documents to Members. Upon written request by a Member, the Association shall, within ten (10) days of the mailing or delivery of such request, provide the Member with a copy of the Declaration, Bylaws and Articles, and a copy of the most current financial statements of the Association, together with a true statement in writing as to the amount of any delinquent assessments, penalties, attorneys' fees, and other charges therein as provided by the Declaration, Bylaws and Articles on his Lot or Unit as of the date of the request. The Association may impose a reasonable fee to prepare, reproduce, and provide the requested documents and statement.

ARTICLE VIII

AMENDMENT/CONSTRUCTION

Section 1. Amendment Procedure. Prior to close of escrow on the sale of the first Unit in the Project to an Owner, Declarant may amend these Bylaws (provided any amendment constituting a material change shall require approval by the California Department of Real Estate). After close of escrow on the sale of the first Unit in the Project to an Owner, these Bylaws may be amended by a majority of (a) the total votes on the Initial Board, or thereafter (b) the total Unit Votes of the Board eligible to be cast, but only after the proposed amendment has been referred to

the Sub-Associations for a vote by Members in the manner specified in Article V, Section 4 of the Declaration.

Section 2. Record of Amendments. Whenever an amendment or new Bylaw is adopted it shall be placed in the book of Bylaws in the appropriate place. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in said book.

Section 3. Construction. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of a conflict between the Declaration and the Bylaws, the Declaration shall control. Wherever the context of these Bylaws so requires, the singular shall include the plural, and the masculine shall include the feminine.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the sole Incorporator of Desert Breezes Master Association, a California nonprofit corporation.

That the foregoing Bylaws constitute the original Bylaws of said Association and are adopted by me on behalf of the Association pursuant to Section 7134 of the California Corporations Code.

That the foregoing Bylaws will be presented to the Board of Directors of the Association at its organizational meeting, at which time adoption of the Bylaws which is hereby certified will be ratified by the Board.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 1984.

(SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of Desert Breezes Master Association, a California nonprofit corporation.

That the foregoing Bylaws constitute the original Bylaws of said Association as previously adopted by the Incorporator on _____, 1984.

That adoption of the foregoing Bylaws by the Incorporator was ratified at a meeting of the Board of Directors of the Association held on the ____ day of _____, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 1984.

(SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Desert Breezes Master Association, a California nonprofit corporation.

That the foregoing Bylaws constitute the original Bylaws of said Association as duly adopted at a meeting of the Board of Directors thereof held on the _____ day of _____, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 1984.

Secretary

(SEAL)