

(b) Hours and days of the week when such an inspection may be made.

(c) Payment of the cost of reproducing copies of documents requested by a Member.

Each 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 9.5 **Accounting Year**. The accounting year of the Association shall terminate on December 31 of each year.

Section 9.6 **Annual Reports to Members**. The annual report to Members referred to in the California Nonprofit Mutual Benefit Corporation Law is expressly dispensed with, but nothing in these Bylaws shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to the Members as they consider appropriate. The Board will comply with the provisions of Sections 1365 and 1365.5 of the Civil Code as they may be amended from time to time.

ARTICLE X. EVIDENCE OF MEMBERSHIP, SEAL

Section 10.1 **Evidence Of Membership**. The Board shall have the power, but not the obligation, to cause the issuance of evidence of membership in the Association to the Members in such form as the Board shall determine.

Section 10.2 **Seal**. The Association may, but shall not be required to, have a seal in circular form having within its circumference the name of the Association, its date of incorporation and such other matters as may be required by the laws of California.

ARTICLE XI. AMENDMENTS, CONFLICTS

Section 11.1 **Amendments**. These Bylaws may be amended from time to time by vote at any duly called, noticed and held regular or special meeting of the Members at which a quorum is present or by written assent of the Members. Until the Initial Sale Date, amendments or modifications shall be effective when executed by Declarant. Thereafter, as long as there is a Class B membership, any amendment to these Bylaws shall require the affirmative written consent or vote of a majority of a quorum of the voting power of the Association. After the Class B membership has been converted to Class A membership, amendments to these Bylaws may be enacted only by the vote or written assent of Members representing both a majority of a quorum of the voting power of the Association and a majority of a quorum of the voting power of the Association residing in Members other than the Declarant.

An amendment or modification that requires the vote and written assent of the Members as hereinabove provided shall be effective when executed by the President and

Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided. The notarized signature of the Members shall not be required to effectuate an amendment of these Bylaws. Notwithstanding the foregoing, any amendment or modification which impacts any of the rights of Declarant contained herein shall not be effective unless approved by Declarant.

The Association, or any Owner, may petition the County superior court for an order reducing the percentage of the affirmative votes necessary to amend these Bylaws. The petition shall describe the effort that has been made to solicit approval of the Association members in the manner provided in these Bylaws. The petition shall also describe the number of affirmative and negative votes actually received, the percentage of affirmative votes required to effect the amendment in accordance with these Bylaws, and other matters the petitioner considers relevant to the court's determination. The petition shall also contain as exhibits thereto, copies of all of the following: (1) the governing documents, (2) a complete text of the amendment, (3) copies of solicitation and notice materials utilized in the solicitation of owner approvals, (4) a short explanation of the reason for the amendment, and (5) any other documentation relevant to the court's determination.

Notwithstanding any other provisions of these Bylaws, at any time prior to the first anniversary of the Initial Sale Date, Declarant may unilaterally amend these Bylaws.

Notwithstanding any other provisions of this Section, for so long as Declarant owns any portion of the Covered Property (as defined in the Declaration), Declarant may unilaterally amend these Bylaws in order to conform these Bylaws to the requirements of VA, DRE, FNMA, GNMA or FHLMC then in effect.

Section 11.2 **Conflicts**. In the event of any inconsistency between these Bylaws and the Articles, the Articles shall control, and in the event of any inconsistency between these Bylaws or the Articles and the Declaration, the Declaration shall control.

CERTIFICATE OF SECRETARY

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting Secretary of Alberhill Ranch Community Association, a California Nonprofit Mutual Benefit Corporation, and that the above and foregoing Bylaws were adopted as the Bylaws of said corporation by the Board of Directors at a special meeting held December 8, 2004

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of December, 2004.

Robert W. Parmale, Assistant Secretary