

Restated Bylaws of Princeton-by-the-Sea Subdivision Improvement Association Recorded February 17, 2012 Document No. 2012-022143 in the Office of the Recorder of San Mateo County, CA

## RESTATED BYLAWS

OF

## PRINCETON-BY-THE-SEA SUBDIVISION IMPROVEMENT ASSOCIATION

### ARTICLE I NAME AND LOCATION

The name of the corporation is PRINCETON-BY-THE-SEA SUBDIVISION IMPROVEMENT ASSOCIATION hereinafter referred to as the Association. The Association is located at Sonora Avenue and Coral Reef Avenue in El Granada, San Mateo County, California, 94019-4209.

### ARTICLE II DEFINITIONS

2.1 The definitions contained in the Declaration are incorporated by reference herein.

2.2 "Declaration" means the restated Declaration of covenants, conditions and restrictions applicable to the Property recorded on February 17, 2012, at Document No. 2012-022142 in the Office of the Recorder of San Mateo County, State of California.

### ARTICLE III MEMBERS

3.1 The Members of the Association shall consist of one class only, all of whom shall be Owners or purchasers under contract of sale of Lots in the Property, whose land shall be subject to the Declaration wherein this Association has the duty to interpret and enforce said restrictions, covenants, assessments and charges.

3.2 Any person or persons purchasing a Lot in the Property subject to the Declaration as referred to above, shall be a Member of this Association, which membership shall terminate upon the sale or transfer of said Lot.

3.3 The Members of this Association shall not be obliged to pay any dues for membership in this Association, but all Members shall be liable for the assessments levied by this Association as provided in the Declaration.

3.4 Only Members in good standing shall be entitled to vote at the annual meetings or such other meetings of Members as may be called. A Member in good standing is a Member who is not delinquent in payment of assessments levied by this Association in accordance with the terms of the Declaration, and not otherwise in violation of the Governing Documents.

3.5 When a Lot is owned of record in joint tenancy or tenancy in common, or when two or more persons are purchasing such Lot, said purchasers, regardless of their number shall all be Members, but shall be entitled to one vote only for each such Lot owned by them, and the vote or proxy of any one of such joint Owners shall be considered the action of all of the Owners of said Lot, unless one of said Owners contests said vote or proxy, in which event the matter must be determined between the joint Owners of the Lot as to who shall cast the vote. In the event such contesting parties cannot agree between themselves, then and in that event, it shall be considered as no cast vote.

#### ARTICLE IV MEETINGS OF MEMBERS AND VOTING

4.1 **Annual Meeting:** The annual meeting of the Members shall be held in the month of November at a date, time and place to be set by the Board.

4.2 **Special Meetings:** Special meetings of the Members shall be promptly scheduled at any time by the Board upon the request of the President, in response to the vote of the Board, or upon receipt of a petition signed by the Owners of five percent (5%) of the Lots.

4.3 **Notice and Place of Meetings:** Written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the secretary, by personal delivery or mailing a copy of such notice, first class mail, postage prepaid, at least ten (10) days but not more than ninety (90) days before such meeting to each first deed of trust beneficiary requesting notice and to all Members, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice may also be given by facsimile or email transmission if the Owner has consented in writing and provided a number or address for such purpose. Such notice shall specify the place, day and hour of the meeting, and, the matters to be considered at the meeting. Member action on the following items is invalid unless the notice states the general nature of the proposal(s): (a) electing or removing a director; (b) amending the Governing Documents; (c) approving a contract or transaction in which a director has a material financial interest; (d) increasing the annual assessment by over twenty percent (20%), or imposing a special assessment in excess of five percent (5%) of the budgeted gross expenses of the Association. Meetings shall be held within the Property or at a meeting place within the same county, as close to the Property as possible.

4.4 **Quorum:** The presence either in person, by ballot or by proxy, at any meeting, of the Owners of one-third (1/3) of the Lots shall constitute a quorum for any action except as otherwise provided in the Declaration, or these Bylaws. If, however, such quorum shall not be

present or represented at any meeting, the Members present in person or by ballot or proxy shall have power to adjourn the meeting to a date not less than five (5) days and not more than thirty (30) days later. Notice of the time and place of the reconvened meeting shall be given to Members in the manner prescribed for regular meetings. The quorum for any such reconvened meeting shall not be less than the Owners of twenty-six percent (26%) of the Lots. Notwithstanding anything herein to the contrary, for purposes of obtaining membership approval of special assessments or increases in annual assessments as may be required by the Declaration, a "quorum" means the Owners of more than fifty percent (50%) of the Lots.

4.5 **Secret Ballot:** Elections regarding (a) assessment increases or special assessments that require a vote; (b) election and removal of Directors; (c) amendments to the Governing Documents, or (d) the grant of Exclusive Use Common Area shall be held by secret ballot in accordance with the procedures set forth in Civil Code Section 1363.03 and the election rules adopted by the Board.

4.6 **Proxies:** At all meetings of Members, each Member may vote by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot, or upon receipt of written notice by the secretary or the manager of the death or judicially declared incompetence of a Member, or upon the expiration of eleven (11) months from the date of the proxy. Any form of proxy shall afford the opportunity to specify a choice between approval and disapproval of each matter to be acted upon. The proxy shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy also shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. In addition, voting by proxy shall comply with the requirements of California Corporations Code Section 7514 and 7613 and Civil Code Section 1363.03(d). Proxies may be sent and received by hand delivery, mail, facsimile or email transmission.

4.7 **Action Without Meeting:** Any action that may be taken at any annual or special meeting of Members (except for the election or removal of Directors) may be taken without a meeting in accordance with the provisions of California Corporations Code Sections 7513 and 7516 and Civil Code Section 1363.03.

4.8 **Conduct of Meetings:** Meetings of the Members shall be conducted in accordance with a recognized system of parliamentary procedure adopted by the Board. Notice of meetings of the Members shall specify those matters the Board intends to present for action by the Members, but, except as otherwise provided herein or by law, any proper matter may be presented at the meeting for action.

ARTICLE V  
DIRECTORS

5.1 **Number and Qualification:** The affairs of this Association shall be managed by a Board of seven (7) Directors, all of who must be Members in good standing. For the purposes of this section, good standing means current in the payment of assessments and in compliance with the Governing Documents. When a Lot is owned by more than one person, only one Owner of that Lot may serve on the Board. Where one Person owns two or more Lots, that person may only hold one position on the Board.

5.2 **Nomination:** Nomination for election to the Board may be made by a nominating committee appointed by the Board, or any Member. Nominations may be made by proxy or ballot. Nominations may be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a Director, and two (2) or more Members. The nominating committee may be appointed not less than ninety (90) days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes. Notice to the Members of the annual meeting shall include the names of all those who are nominees at the time the notice is sent.

5.3 **Election:** The election of the Board shall be conducted at the annual meeting of the Members. At such election the Members may cast one vote for each vacancy. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Voting for Directors or for their removal shall be by secret written ballot. The Board is authorized to adopt election rules pursuant to Civil Code Section 1363.03.

5.4 **Term:** The term of each Director shall be one year. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

5.5 **Removal; Vacancies:** A Director shall be automatically removed upon ceasing to be a Member. Any Director may resign by giving written notice to the Board. Any Director may be removed by the vote of a majority of a quorum of the Members. If a Director ceases to be a Member, dies or resigns, the vacancy may be filled by the Board at a duly held meeting, or by the sole remaining Director. Notwithstanding anything to the contrary contained in this paragraph, any Director who fails to attend three (3) consecutive Board meetings or becomes 90 days delinquent in the payment of assessments may be removed from office by a vote of the Board and the successor Director shall be chosen by the Board. The Members may elect a Director at any time to fill any vacancy not filled by the Director. A vacancy created by the removal of a Director by the Members can only be filled only by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor.

5.6 **Compensation:** No director shall receive compensation for any service rendered to the Association as a director. However, any director may be reimbursed for his or her actual expenses, if reasonable, incurred in the performance of his or her duties.

5.7 **Indemnification:** The Association shall indemnify any present or former director, officer, or Committee Member of the Association to the fullest extent authorized under California Corporations Code Section 7237, or any successor statute.

## ARTICLE VI MEETINGS OF DIRECTORS

6.1 **Regular Meetings:** Regular meetings of the Board shall be held quarterly or as often as deemed necessary by the Board at such place, and at such day and hour as may be fixed from time to time by resolution of the Board.

6.2 **Special Meetings:** Special meetings of the Board may be called by any Director.

6.3 **Notice:** Notice of the time and place of regular and special meetings of the Board shall be given to each Director at least four (4) days prior to the meeting. The notice shall specify the time and place of the meeting and an agenda of any business to be considered. The notice and agenda shall be given to each Director by one (1) of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, including a voice message system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director. All such notices and agenda shall be given or sent to the Director's address, email address, or telephone number as shown on the records of the Association. Notice and an agenda of all Board meetings, except emergency or executive session meetings, shall be given to all the Members by posting in prominent places in the Property, by mail or delivery to each Member, or by newsletter at least four (4) days prior to the meeting. In addition, notice and an agenda shall be mailed to any Member who has requested notification of Board meetings by mail, at the address requested by the Member, at least four (4) days prior to the meeting. Notice may be given by facsimile or email transmission to any Member who has consented in writing and provided a number or address for such purpose.

6.4 **Emergency Meetings:** In the case of an emergency, the Board may meet without giving notice as required by Section 6.3. An explanation of the action taken shall be reported in the minutes of the immediately following meeting that is open to the entire Membership.

6.5 **Quorum:** A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.6 **Open Meetings:** All meetings of the Board shall be open to all Members, except for meetings held in executive session. The Board shall permit any Member to speak at any meeting of the Board. A reasonable time limit for all Members to speak before a meeting of the Board may be established by the Board.

6.7 **Executive Session:** The Board may meet in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved , and matters relating to the formation of contracts with third parties. Matters involving Member discipline or assessment payments must be held in executive session and the Members involved are entitled to attend. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following meeting that is open to the entire membership.

6.8 **Telephone/Video Conference Attendance:** In the case of an absence, a director may participate in a Board meeting by telephone or video conference, so long as all directors participating in the meeting can communicate with one another.

6.9 **Action Without Meeting:** In the case of an emergency, any action required or permitted to be taken by the Board may be taken without a noticed meeting if all directors consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consents shall be filed with the minutes of the Board. An explanation of the action taken shall be reported in the minutes of the immediately following Board meeting that is open to the entire Membership.

## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 **Powers:** All corporate powers (subject to limitations of the Declaration and the Articles, and to the provisions of law requiring action to be authorized or approved by the Members) shall be exercised by or under authority of, and the business and the affairs of the Association shall be controlled by its Board of Director and subject to the same limitations. The Board shall have power:

- (a) To appoint and remove all officers (other than directors), prescribe their duties and require from them security for faithful performance of service if deemed necessary;

- (b) To adopt Rules in accordance with the Declaration and Civil Code Section 1357.100 et seq., relating to the use of Lots and all facilities thereon, and the conduct of Owners and their tenants, guests and Occupants with respect to the Property and other Owners; to impose fines and other discipline; and to establish move-in fees, title transfer fees, and such other fees as may be reasonably necessary for the operation of the Association. Written copies of such rules and any schedule of fines or fees adopted by the Board shall be furnished to the Owners.
- (c) To appoint an Executive Committee composed of three or more Directors; to delegate to such Executive Committee any of the powers and authority of the Board in the management of the business and the affairs of the Association, except the power to adopt, amend or repeal Bylaws; to make rules to enforce the Governing Documents, review the financial statements; and to adopt the annual budget;
- (d) To change the location of the principal office for the transaction of the business of the Association from one location to another in the same county; and to designate a place within said county for the holding of any Members, meeting including the annual meeting.
- (e) To enforce the Governing Documents, provided that any Owner charged with violating the Governing Documents shall be entitled to a hearing before the Board. Notice of the hearing, which shall include a description of the alleged violation and the potential remedies therefore, shall be given to the Member at least ten (10) days prior to the meeting. Notice shall be given by personal delivery or by first class mail. The Board shall inform the Member of any disciplinary action within fifteen (15) days following the hearing.
- (f) To employ a Manager or a Management Company.
- (g) To acquire and/or maintain Parcel D as shown on the Map as a common amenity for all the Members.

7.2 **Duties:** The Board of Directors shall:

- (a) Cause to be kept open for the inspection at regular meetings of the Board of Directors and Annual Meetings of Members, a book of minutes of all meetings of the Directors and meetings of the Members of the Association; adequate and correct books of account of the properties and business transactions of the Association and a membership register;

- (b) Adopt and use a corporate seal consisting of a circle setting forth on its circumference the name of the Association and showing the state and date of incorporation;
- (c) Review and direct the officers or manager to assure that the policies of the Board are being accomplished in a reasonable and prudent manner and that the requirements for the operation of the Property as set forth in the Governing Documents and the laws applicable to the Property are fulfilled to the extent reasonable and appropriate;
- (d) Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the Association;
- (e) Fix, levy, collect and enforce assessments as set forth in the Declaration.

7.3 **Financial Requirements:**

7.3.1 **Review of Financial Records:** The Board shall review on at least a quarterly basis: (a) a current reconciliation of the Association's operating and reserve accounts, if any; (b) the current year's actual reserve revenues and expenses compared to the current year's budget; (c) an income and expense statement for the Association's operating and reserve accounts; and (d) the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts.

7.3.2 **Reserve Account Withdrawal Restrictions:** The signatures of at least two (2) directors shall be required for the withdrawal of monies from the Association's reserve accounts.

7.3.3 **Budgets and Financial Statements:** A pro forma operating budget including the California Civil Code Section 1365.2.5 Disclosure Form for each fiscal year shall be distributed not less than thirty (30) days nor more than ninety (90) days before the beginning of the fiscal year consisting of at least the following:

(1) Estimated revenue and expenses on an accrual basis;

(2) A summary of the Association's reserves based upon the most recent review or study based only on assets held in cash or cash equivalents which shall be printed in bold type and include all of the following:

(a) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component;



(b) As of the end of the fiscal year for which the study is prepared:

(i) The current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain the major components;

(ii) The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components.

(c) The percentage that the amount determined for purposes of clause (ii) of subparagraph (2) is of the amount determined for purposes of clause (i) of subparagraph (2).

(d) The current deficiency in reserve funding expressed on a per Unit basis. The figure shall be calculated by subtracting the amount determined for purposes of clause (ii) of subparagraph (B) from the amount determined for purposes of clause (i) of subparagraph (B) and then dividing the result by number of Lots (259).

(3) A statement as to all of the following:

(a) Whether the Board of Directors of the Association has determined to defer or not undertake repairs or replacement of any major component with a remaining life of thirty (30) years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.

(b) Whether the Board of the Association has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore. If so, the statement shall also set out the estimated amount, commencement date, and duration of the assessment.

(c) The mechanism or mechanisms by which the Board will fund reserves to repair or replace major components, including assessments, borrowing, use of other assets, deferral or selected replacement or repairs, or alternative mechanisms.

(d) Whether the Association has any outstanding loans with an original term of more than one (1) year, including the payee, interest rate, amount outstanding, annual payment and when the loan is scheduled to be retired.

(4) A general statement setting forth the procedures used for the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Property and facilities for which the Association is responsible.

(5) A summary of the reserve funding plan adopted by the Board including a notice to Members that the Association shall provide the full reserve plan to any Member upon request.

In lieu of the distribution of the pro forma operating budget, the Board may elect to distribute a summary of the budget to all the Members with written notice that the entire budget is available at the business office of the Association or at another suitable location within the boundaries of the Property and that copies will be provided upon request and at the expense of the Association. If any Member requests a copy of the pro forma operating budget, including the five (5) items referred to above, to be mailed to the Member, the Association shall provide the copy to the Member by first-class United States mail at the expense of the Association and delivered within five (5) days. The written notice that is distributed to each of the Members shall be in at least 10-point bold type on the front page of the summary of the budget.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

8.1 **Elections:** The officers of this Association shall be a President, a Vice President, a Treasurer and a Secretary, who shall be chosen by the Board of Directors; and each said officers shall serve until he or she shall resign or be removed or become disqualified, as determined by the Board of Directors, or until his or her successor shall be elected and qualify.

8.2 **President:** Subject to such powers, if any, as may be delegated by the Board of Directors to the Executive Committee, the President shall be the Chief Executive Officer, and, subject to the control of the Board of Directors, shall have general supervision and direction of the business and affairs of the Association, he shall:

- (a) Preside at all meetings of the Board of Directors and at all meetings of the Members;
- (b) Call meetings of the Board of Directors;
- (c) Employ and discharge, subject to the approval of the Board, such agents and employees as the business of the Association shall from time to time require,

and prescribe their duties, terms of employment and compensation; and

- (d) Exercise such other powers and perform such duties as may be prescribed by the Board of Directors or these Bylaws.

8.3 **Vice President:** In the absence or incapacity of the President, the Vice President shall perform the duties of the President and shall also perform such other duties as may be prescribed for him or her by the Board of Directors.

8.4 **Treasurer:** The Treasurer shall:

- (a) Have the care and custody of the assets of the Association and deposit same in the name and to the credit of the Association with such depositaries as the Board of Directors may designate;
- (b) Disburse the funds of the Association as he may be ordered by the Board, taking proper vouchers for disbursements;
- (c) Keep and maintain, open to inspection by any director at all reasonable times, adequate and correct amounts of the properties and business transactions of the Association, which shall include all matters required by law and be in form as required by law; and
- (d) Have such other powers and perform such other duties as may be prescribed by the Board of Directors.

8.5 **Secretary:** The Secretary shall:

- (a) Keep at the principal office a membership register or a duplicate membership register, showing the details required by law, and also all other books of the Association, excepting books of account;
- (b) Attend to the giving and serving of all notices of the Association required by law or these Bylaws to be given;
- (c) Attend to such correspondence as may be assigned to him or her and perform all other duties incidental to his or her office or prescribed by the Board of Directors; or Law;
- (d) Keep a book of minutes at the principal office of the Association, or such

other place as the Board of Directors shall order, of all meetings of the directors and Members in the form and manner required by law;

- (e) Keep at the principal office, open to inspection by Members at all times, the original or a certified copy of the Bylaws of the Association as amended or otherwise altered to date;
- (f) Keep the corporate seal and affix it to all papers and documents requiring a seal.

## ARTICLE XI COMMITTEES

9.1 **Appointment:** The Board may appoint an Executive Committee, a Nominating Committee and such other committees as may be proper for the carrying on of the Association's business. All such committees, unless otherwise directed by the Board of Directors, shall consist of three Members each, and hold office at the will and pleasure of the Board. All such committees shall have the powers and duties as designated by the Board of Directors for the purposes for which this Association was formed.

9.2 **Quorum:** A majority shall constitute a quorum on all committees but no act, action, determination or recommendation of any Committee shall be effective unless agreed to or concurred in by a majority of the entire committee.

## ARTICLE X BOOKS AND RECORDS

10.1 **Inspection by Members:** The Association records as described in Civil Code Section 1365.2 shall be made available for inspection and copying by any Member, or by his or her duly appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a Member, at the office of the Association or at such other place as the Owner and the Board shall agree.

10.2 **Rules for Inspection:** The Board may establish reasonable rules with respect to: (a) notice to be given to the custodian of the records by the Member desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; (c) payment of the cost of redacting and reproducing copies of documents requested by a Member.

10.3 **Inspection by Directors:** 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, at the expense of the Association.

10.4 **Documents Provided by Board:** Upon written request, the Association shall, within ten (10) days of the mailing or delivery of such request, provide any Member with a copy of (1) the Governing Documents; (2) a copy of the most recent financial budget and statements of the Association; (3) a true statement in writing from an authorized representative of the Association as to the amount of any assessments levied upon the Lot which are unpaid on the date of the statement, including late charges, interest, and cost of collection which, as of the date of the statement, are or may be made a lien upon the Owner's Lot; (4) a statement of any monetary fines or penalties levied upon the Owner's Lot that are unpaid; (5) a copy of any notice previously sent to the Owner that sets forth any alleged violations of the Governing Documents that remain unresolved; and (6) a statement as to any change in the Association's regular and special assessments and fees which have been approved by the Board, but have not become due. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

10.5 **Minutes:** The minutes or draft minutes proposed for adoption of any meeting of the Board, other than an executive session, shall be available to Members within thirty (30) days of the meeting. The minutes, or draft minutes shall be distributed to any Member upon request and upon reimbursement of the Association's costs in making that distribution. Members shall be notified in writing at the time that the pro forma budget is distributed or at the time of any general mailing to the entire membership of the Association of their right to have copies of the minutes of meetings of the Board and how and where those minutes may be obtained.

## ARTICLE XI MISCELLANEOUS

11.1 **Amendment of These Bylaws:** These Bylaws may be amended only by the affirmative vote of the Owners of a majority of the Lots. However, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

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

11.3 **Fiscal Year:** The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

I, the undersigned, the duly elected and acting President of PRINCETON-BY-THE-SEA SUBDIVISION IMPROVEMENT ASSOCIATION, a California nonprofit mutual benefit corporation, do hereby certify that these Restated Bylaws were approved by the affirmative vote of the majority of a quorum of the Members.

This certificate is executed under penalty of perjury under the laws of the State of California on the 17, day of February, 2012, at Half Moon Bay, California.

PRINCETON-BY-THE-SEA  
SUBDIVISION IMPROVEMENT  
ASSOCIATION

Daniel Montoya /s/  
President

STATE OF CALIFORNIA    )  
  )ss.  
COUNTY OF SAN MATEO    )

On February 17, 2012, before me, Carlos Garcia, a Notary Public, personally appeared, Daniel Montoya who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carlos Garcia /s/

SEAL

