

SIETE CASITAS HOMEOWNERS' ASSOCIATION
AN ASSOCIATION OF TENANTS-IN-COMMON

BYLAWS

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SIETE CASITAS HOMEOWNERS' ASSOCIATION
AN ASSOCIATION OF TENANTS-IN-COMMON

BYLAWS

ARTICLE I

The Organization

SIETE CASITAS HOMEOWNERS' ASSOCIATION, an association of tenants-in-common (hereinafter referred to as "Homeowners' Association"), is an organization consisting solely of the Owners, as tenants-in-common, of that Condominium Project known as Siete Casitas, located at 2566-2578 Virginia St., Berkeley, California.

ARTICLE II

Location

The Homeowners' Association shall have its principal office at the project in the City of Berkeley, County of Alameda, State of California, or at such other office within said City or adjoining cities as the Board of Governors of the Homeowners' Association may determine or as the affairs of the Homeowners' Association may require from time to time.

ARTICLE III

Purposes

The purposes of the Homeowners' Association shall be those set forth in the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for Siete Casitas (hereinafter called "Restrictions") and to carry out, exercise, discharge, operate, manage and enforce for the mutual benefit of the Homeowners' Association and all of the tenants-in-common the provisions of such Restrictions as recorded in the Office of the Recorder of the County of Alameda, State of California, as the same may, from time to time, be amended and supplemented, and the provisions of these Bylaws, as the same may, from time to time, be amended, regarding the management, administration, maintenance, preservation, repair and operation of the real property, together with all Condominiums, including the Common Area and Units known as Siete Casitas in the County of Alameda, State of California, as described in the Restrictions.

ARTICLE IV

Definitions

The names, words and phrases used herein shall have the same meaning as set forth in the Restrictions, and the definitions therein contained are hereby incorporated herein by this reference.

ARTICLE V

Applicability

The provisions of these Bylaws are applicable to Siete Casitas, its operation, occupancy, ownership, maintenance and use, and to all present and future owners, members of their families, tenants, guests and invited guests and to any other person or persons who may use the premises or its facilities in any manner. The acceptance of a deed to, and/or occupancy of, any Condominium unit shall constitute (1) acceptance and ratification of these Bylaws and Restrictions and (2) agreement to be bound by and comply with the Restrictions as any or all of them may, from time to time, be amended.

ARTICLE VI

Membership

(a) Each owner, as tenant-in-common, shall, upon becoming such owner, automatically become a Member of the Homeowners' Association and shall remain a Member thereof until he/she shall cease to be an owner. The foregoing does not include persons or entities who hold interest in a Condominium unit merely as security for the performance of an obligation. Except as otherwise provided in the Restrictions and these Bylaws, each Owner shall be bound by and comply with all of the provisions of these Bylaws and Restrictions as the same or any or all of them may, from time to time, be amended.

(b) Membership is appurtenant to the Condominiums. The Membership of each owner in the Homeowners' Association is for the benefit of and appurtenant to the Condominium to which it relates and, consequently, membership may not be separated from the ownership of such condominium.

ARTICLE VII

Homeowner Meetings and Voting

(a) Meetings of the Members shall be held at Siete Casitas or at a suitable meeting place as determined by the Members.

(b) The Board of Governors shall give written notice of regular and special Homeowners' meetings by posting a notice in a conspicuous place in the Common Area and by mailing a copy thereof to each owner at the last known address of that Owner appearing on the books of the Homeowners' Association.

At least ten (10) days and not more than ninety (90) days notice shall be provided for any meeting. The notice shall specify place, day and hour of the meeting, and in case of a special meeting, the agenda for action. In the case of an Annual Meeting, the notice shall specify those matters which the Board intends to present for action by the Owners.

If action is proposed to be taken at any meeting for approval of any of the following, the notice shall also state the general nature of the proposal. Owner 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 Board Member without cause;
- (ii) filling vacancies on the Board;
- (iii) approving a contract or transaction in which a Board Member has a material financial interest;
- (iv) approving a plan of distribution of assets, other than cash, in liquidation when the Homeowners' Association has more than one Class of Membership outstanding.

(c) There shall be a meeting of the Owners on the second Tuesday of March of each year at 8:00 p.m., or at such other reasonable time not more than sixty (60) days before or after this date as may be designated by the Board.

(d) A special meeting of the Members may be called at any time by any of the following: a majority of the Board, or three (3) Members of the Homeowners' Association.

If a special meeting is called, a written memo stating the nature of the business to be acted upon shall be delivered to an Officer of the Board. The Officer shall then promptly notify all voting Members of the Association in accordance with the provisions of Section (b) of this ARTICLE VII, that a meeting will be held and the date for such meeting which shall be not less than thirty-five (35) nor more than eighty (80) days following the receipt of the request.

(e) Voting of the Members shall be as established in the Restrictions, ARTICLE II, Section 4.

(f) If any duly noticed meeting of the Owners cannot be held because a quorum is not achieved, the Owners present in person or by proxy may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) days, or more than thirty (30) days, from the original meeting date, but may not transact any other business.

(g) Parliamentary Rules. Robert's Rules of Order shall govern the conduct of the Association and Board meetings when not in conflict with the Restrictions or these Bylaws or with the statutes of the State of California.

ARTICLE VIII

Assessments

The Assessments applicable to the Owners as tenants-in-common shall be as specified in the Restrictions.

ARTICLE IX

Board of Governors

(a) Board Members. The Board shall consist of three (3) Owners, or duly authorized officers of corporate or partnership Owners. If there are fewer than three (3) such persons, the Board shall consist of all such qualified persons.

(b) Election. The Board shall be elected as provided in ARTICLE III of the Restrictions, each Member serving for a term of one (1) year, or until his respective successors are elected, or until his/her death, resignation or removal, or until he/she ceases to be an Owner.

(c) Resignation, Removal and Vacancy. Resignation, removal and vacancies on the Board shall be controlled as specified in ARTICLE III of the Restrictions.

ARTICLE X

Proceedings of the Board

(a) Place of Meetings. All meetings of the Board shall be held at Siete Casitas or at a suitable location within Alameda or Contra Costa counties.

(b) Organization Meeting. The first meeting of the newly elected Board shall be held within ten (10) days of its election.

(c) Regular Meetings. Regular meetings of the Board may be held at such times as determined from time to time by a majority of the Board; provided that no less than eight (8) such regular meetings shall be held during the fiscal year. Notice of such regular meetings shall be given to all Owners and Board Members at least four (4) days prior to the meeting date.

(d) Notice to Owners. See ARTICLE VII, Section (b).

(e) Special Meetings and Notices Therefor. See ARTICLE VII Section (d).

(f) Waiver of Notice by Board Members. In an emergency situation, the transaction of any meeting of the Board however called and noticed or wherever held, shall be valid as though it were a regularly convened meeting, if a quorum is present and if either before or after such a meeting the absent Board member executes a written waiver of notice of the meeting and an approval of the minutes thereof.

If all of the Board Members are present at any meeting of the Board, no prior notice shall be required and any business may be transacted.

(g) Open Meetings. Regular and Special Meetings of the Board shall be open to all Owners and their tenants, provided that only Board Members may vote on actions before the Board.

(h) Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Homeowners' Association is or may be involved and similar matters. The nature of the business to be conducted in executive session shall be announced in the open meeting.

(i) Quorum. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business and the acts of a majority of the Board present shall constitute acts of the Board.

(j) Adjournment. A quorum of the Board members may adjourn any Board meeting to meet again at a designated time. In the absence of a quorum, the Board member(s) present may adjourn to meet again at a stated time before the next regular meeting. The motion for adjournment shall be recorded in the minutes and the newly designated meeting time shall be transmitted to the absent Board members.

(k) Action Without a Meeting. In an emergency situation only, any action required or permitted to be taken by the Board may be taken without a meeting provided that all of the Board members individually or collectively

consent in writing to such action. Such consent shall be filed with the minutes of the proceedings of the Board and constitutes unanimity of the Board.

ARTICLE XI

Powers and Duties of the Board

(a) Powers. All of the powers of the Association and other powers reasonably necessary to carry out its duties shall be exercised by the Board as stated in the Restrictions. The Board shall have no power to act contrary to the requirements of the Restrictions or these Bylaws.

(b) Duties. The duties of the Board shall be to manage and administer the affairs of the Condominium as provided in the Restrictions, to enforce the Restrictions, to adopt Association Rules pursuant thereto, to enforce them, to impose and collect Enforcement Assessments for violations.

ARTICLE XII

Officers

(a) Enumeration. The Officers of the Homeowners' Association shall be Members of the Board of Governors, to wit, a President, Secretary and Treasurer and such other officers as are elected by the Board, including, at its discretion, assistant officers. When the duties do not conflict, any two (2) offices except those of President, Secretary and Treasurer may be held by the same person. The President, Secretary and Treasurer must be Board members; other officers need not be Board members.

(b) Election and Tenure. Members of the Board of Governors shall be elected at the Annual Meeting of the Association. Assistant and subordinate offices may be filled at any meeting of the Board. Each officer shall serve until a successor is elected and qualified. The creation of offices not provided for herein must be approved by a majority of a quorum of Owners. Committees of members may be created without majority approval of Owners.

(c) Subordinate Officers. The Board may from time to time appoint other managers and administrators of the Association as are necessary, each of whom shall hold such office, shall have such authority and shall perform such duties as are set forth in the Restrictions and as the Board may determine from time to time.

(d) Removal and Resignation. Any officer elected or appointed by the Board may be removed by a majority of the Board whenever in their judgment the best interest of the

Association will be served, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Any officer may resign at any time by giving written notice to the President or Secretary of the Board. Such resignation shall take effect at the time designated in such written notice. The acceptance of such resignation shall be necessary to make it effective.

(e) Vacancy. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired term of the office that is vacant.

(f) President of the Board. The President shall have all the general powers and perform all the duties usually vested in the principal executive officer of an organization. The President shall, if present, preside at all meetings of the Owners and of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board. The President shall be the principal officer of the Association and shall, subject to control of the Board, supervise, direct, and control all of the business affairs of the Association and its officers. He/she may sign and execute, together with the Secretary or other duly authorized officers of the Association, any deeds, mortgages, bonds, contracts, agreements or other instruments authorized by the Board, except those expressly delegated to other officers or agents by the Board, the Bylaws, the Restrictions or by the laws of the State of California.

(g) Secretary. The Secretary shall keep the minutes of all meetings of the Owners and all meetings of the Board in one or more books provided for that purpose. He/she shall transmit copies of the minutes and notifications of meetings to all Owners. He/she shall keep a register of the corresponding address of all Owners and shall perform all duties incident to the office of Secretary and such other duties as may be required from time to time, or assigned by the Board, including filing, recording and issuance of any notice, document, certificate or other instrument described in the Restrictions or these Bylaws.

(h) Treasurer. As required by the Board, the Treasurer shall give a bond for the faithful discharge of duties in such sum and with such surety as the Board shall determine. The Treasurer shall have charge and custody and be responsible for all funds, securities and proceeds collected or owned or received by the Association. He/she shall receive and give receipts for monies due and payable to the Association from any source and deposit all such monies in the name of the Association in such banks or

depositories as shall be selected by the Board. He/she shall keep and maintain the Assessment rolls, and the accounts of the Owners, keep and maintain the books of the Association in accordance with generally accepted accounting principles and shall perform all other duties as, from time to time, may be assigned by the Board.

(i) Assistant Treasurers and Assistant Secretaries. If required by the Board, any Assistant Treasurers shall give bonds for the faithful discharge of duties in such sum and with such surety as the Board shall determine. Any Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary or by the Board.

(j) Compensation. There shall be no compensation paid for serving as a Board member or Officer, except that reasonable out-of-pocket expenses may be reimbursed. The compensation for all employees of the Association shall be fixed by the Board.

ARTICLE XIII

Books, Records and Funds

(a) Place of Keeping. The books, records and papers of the Association including a list of the names and address of all Owners and their voting rights shall be kept at the principal place of business of the Association and shall at all times during reasonable business hours be available for inspection by Owners or their agents. The Board shall establish reasonable rules with respect to notice of inspection required from an Owner, time of inspection and copying costs. All Board members shall have absolute rights to inspect and copy the books and records at any reasonable time.

(b) Annual Reports. The Annual Report of the Board shall be as set forth in the Restrictions.

(c) Fiscal Year. The fiscal year shall be a calendar year, unless otherwise determined by the Board by resolution.

(d) Assessment Rolls. Assessment rolls for each condominium unit shall be maintained in the Association accounting books. Such accounts shall designate each unit, its owner, the amounts of any or all assessments and delinquencies thereof, the dates and amounts of assessments due and any balance due.

(e) 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 person(s) and in such manner as, from time to time, determined by resolution of the Board.

(f) Contracts. The Board, except as otherwise provided in these Bylaws and the Restrictions, may authorize any officer or employee to enter into any contract or execute any instrument in the name of or on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized, no officer or agent or employee shall have any power to bind the Association or Board by any contract, agreement to engagement or to pledge the credit of the Association, or to render the Association liable for any purpose or to any amount.

(g) Deposits. Any funds of the Association shall be deposited from time to time in the account of the Association in such banks, savings and loan associations or other depositories as the Board may determine.

(h) Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for any general or special purpose of the Association.

ARTICLE XIV

Enforcement of Occupancy Restrictions

The Board shall enforce the limitations on occupancy contained in ARTICLE IX of the Restrictions. The following procedure shall be used in enforcing such Restrictions:

(a) Form of Application. The Board shall, at its discretion, prepare forms to be filled out by prospective occupants of any unit requiring objective information as to age and financial condition, letters of reference from previous landlords if any, and other information which will aid the Board in evaluating the applicants' suitability with respect to occupancy and enforcing the Restrictions.

(b) Receipt. All applications for consent to occupancy and supporting reports shall be submitted to an officer of the Association who shall note the date of its receipt and transmit them to the Board or its Occupancy Committee.

(c) Review. The Board or the Occupancy Committee shall examine all applications for occupancy and determine the applicant's suitability with respect to the Restrictions and Regulations. The Board has the right to interview applicants where deemed necessary. Any application for occupancy not acted upon by resolution of the Board within fifteen (15) days of receipt shall be deemed to have been

approved by the Association. The Board or its Committee must approve any applicant who meets the objective standards of the Restrictions.

(d) Association's Rights to Purchase. If a consent to occupancy is not granted to an applicant, the Owner may give notice to the Association of the terms of the offer to buy or lease the Owner's condominium unit and of the Owner's intention to accept the offer. The Association will have fifteen (15) days after receipt of such notice to procure or to make an offer on terms not less favorable to the Owner than the terms of the offer of the person failing to meet the prescribed standards.

If the Association does not procure an offer or make an offer on its own behalf to buy or lease the condominium unit, as the case may be, within fifteen (15) days after receipt of the aforesaid notice, the restrictions on occupancy shall be deemed waived, and the Owner may thereafter sell or lease his/her unit to any person provided that the terms of sale are not less favorable to him/her than the terms of the original offer which failed to meet the prescribed standards.

(e) Health Care Exemptions. The Board, upon an application from or on behalf of any authorized occupant, may permit a person who would not otherwise be permitted to occupy a unit to reside in the unit of the occupant when necessary for reasons of health care, as provided in the Restrictions.

(f) Occupancy Status - non resident owners of units in Siete Casitas shall regularly file with the Board timely information on the occupancy status of their unit. On forms provided by secretary, a non-resident owner shall advise the Board as to:

(i) Whether said unit is rented or not.

(ii) Name(s), business or secondary address(es), home and work telephone numbers, of tenants and expected duration of occupancy (months, years etc.).

(iii) Name(s) address(es), home and work telephone numbers of persons, businesses, agencies or companies having responsibility for, authority over or other business relationships to the unit, if other than the owners (specifically excluding insurers and mortgage holders).

(iv) Make(s), model(s), color(s) and license number(s) of car(s) using the unit's parking space. If the space is rented to parties other than unit residents, information called for in (ii) shall be provided for the parking space.

(v) Occupancy information shall be updated each January or whenever there is a change in occupancy status.

(vi) Owners must provide tenants with a copy of Siete Casitas Homeowners Residential rules and require tenants to read and observe them.

(g) Legal Action. The Board may take such legal action as may be necessary to remove or evict from the Condominium any person(s) who occupy or reside in any unit without compliance with this ARTICLE XIV. Unauthorized occupancy of any Condominium unit is a violation of the Restrictions and the Board, upon notice of such violations, may deal with the violation in the manner provided for in ARTICLE XV hereof and in addition may seek any legal or equitable relief available; no remedies provided for herein need be exhausted before such relief is sought, except in the case of nonpayment of Assessments.

ARTICLE XV

Rules, Regulations and Enforcement Assessments

(a) Procedure for Adoption. The Board as authorized in ARTICLE IV, Section 15 of the Restrictions may propose or formulate Rules. Any such Rules shall have prospective application only and shall not apply retroactively. No Association Rule shall be effective unless written. A copy of all Association Rules in effect shall be regularly posted in a conspicuous place in the Condominium. No Association Rule shall take effect sooner than ten (10) days from the date of adoption by the Membership, provided that if the Board unanimously agrees that the rule is an urgent measure and so states in the resolution adopting it, it may take effect immediately. No Rule shall subject an Owner to an Enforcement Assessment unless a copy thereof has been regularly posted or delivered to such Owner.

A current copy of the Rules shall be supplied to any Owner upon the Board's receipt of request therefor. The Board shall annually send copies of all Association Rules to all Owners, pursuant to Corporations Code Section 7341. The Owners may, at a special meeting called for that purpose, rescind and nullify any of the rules by majority vote of all Owners.

(b) Imposition of Enforcement Assessments. No Enforcement Assessment or other sanction shall be imposed by the Board for violation of the Restrictions, Bylaws or Rules unless the party to be assessed or sanctioned has been notified in accordance with ARTICLE XVII(e) herein, at least fifteen (15) days before said hearing, of his right to a hearing before the Board prior to any decision on the violations. Such notice shall be in writing and shall specify the time and place of the hearing and matters to be discussed. Persons alleged to have violated the foregoing shall be permitted to present evidence on his own behalf or

to call witnesses in self defense. Evidence of violation of the Rules or Restrictions shall be presented at such hearing by the complaining party and the Board shall determine whether a violation has occurred and if so, what Enforcement Assessment or other reasonable sanction should be imposed. The foregoing notice and hearing requirements shall also apply to Special Assessments.

Any suspension or termination proceedings shall comply with the minimum procedures set forth in Corporations Code Section 7341.

ARTICLE XVI

Indemnification of Board Members, Officers, Employees and other Agents

(a) Definitions. For the purposes of this ARTICLE:

(i) "Agent" shall mean any person serving at the request of, and under the authorization of the Board to expedite affairs of the Association.

(ii) "Proceeding" shall mean any threatened, pending or completed action whether civil, criminal, administrative or investigative; and

(iii) "Expenses" includes without limitation all attorneys' fees, costs and any other expenses incurred while executing affairs of the Association under the authorization of the Board as an Agent of the Association, in establishing a right to indemnification under this ARTICLE.

(b) Successful Defense by Agent. To the extent that an Agent of the Association has been successful in the defense of any proceeding referred to in this ARTICLE, or in the defense of any claim, issue or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with such defense. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of these Sections (c) through (e) shall determine whether the Agent is entitled to indemnification.

(c) Actions Brought by Persons other than Agents. Subject to the required findings to be made pursuant to Section (e) below, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding other than an action brought by or on behalf of the Association or by an officer or Board member, for any breach of duty relating to assets held in trust, by reason of the fact that such person is or was an agent of the Association, for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the Proceedings.

(d) Action Brought By or On Behalf of the Association. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Association, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action brought by or on behalf of the Association by reasons of the fact that the person is or was an agent of the Association, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following conditions are met:

(i) The determination of good faith conduct required by Section (e) below must be made in the manner provided for in that Section; and

(ii) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

(e) Determination of Agent's Good Faith Conduct. The indemnification granted to an agent in Section (c) and (d) above is conditioned on the following:

(i) The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner which he/she believed to be in the best interest of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, or conviction or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the agent did not act in good faith or in a manner which he/she believed to be in the best interest of the Association, or that he/she had reasonable cause to believe that his/her conduct was unlawful. In the case of a criminal proceeding, the agent must have had no reasonable cause to believe that his/her conduct was unlawful.

(ii) The determination that the agent did act in a manner complying with Section (i) above shall be made by:

(1) The Board by a majority vote of a quorum of the Board members who are not parties to the proceedings;

(2) The affirmative vote or written consent of a majority of Members or a quorum at a duly held meeting; or

(3) The court in which the proceeding is or was pending;

Such determination may be made on application brought by the Association or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by the Association.

(f) Limitations. No indemnification or advance shall be made under this ARTICLE, except as provided in Section (b) or (e)(ii)(3) in any circumstance when it appears:

(i) That the indemnification or advance would be inconsistent with a provision of the Restrictions, a resolution of the Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(ii) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(g) Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Association before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this ARTICLE.

(h) Contractual Rights of Non members and Non officers. Nothing contained in this ARTICLE shall affect any right to indemnification to which persons other than Board members and officers of the Association, or any subsidiary hereof, may be entitled by contract or otherwise.

(i) Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Association 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 the Board would have the power to indemnify the agent against that liability under provisions of this ARTICLE.

ARTICLE XVII

Miscellaneous

(a) Conflicts. If there are any conflicts or inconsistencies between provisions of the Restrictions and these Bylaws or the Association Rules adopted by the Board, the terms and provisions of the Restrictions shall prevail. If there are any conflicts or inconsistencies between the provisions of the Bylaws and the Rules, the terms and provisions of the Bylaws shall prevail.

(b) Amendments. These Bylaws may be amended, changed, altered, added to, and/or repealed by the vote of a majority of the Members, at a meeting duly held for such purpose, provided that wherever a paragraph hereof specifies a higher percentage vote that that paragraph may not be amended, changed, altered, added to, abandoned, terminated, reduced, replaced and/or repealed, with less than the percentage of votes required in the original.

(c) Inspection of Bylaws. The Board shall keep in its principal office a true and correct copy of these Bylaws as the same may, from time to time be amended, which shall be open to inspection by the Owners at all reasonable times during office hours.

(d) Notice and Waiver of Notice. Whenever any notice is required by these Bylaws to be given, personal notice is not meant unless expressly so stated. Any notice mailed through the United States Post Office by first class shall be deemed sufficient.

CERTIFICATION:

I hereby certify that this is a true and correct copy of the Bylaws adopted by the Siete Casitas Homeowners Association at its December 9, 1986 meeting.

Date: 12/29/86 signed: Victoria Bleiberg
Victoria Bleiberg, Secretary

SIETE CASITAS HOA RESIDENTIAL/BUILDING RULES

WINDOW COVERINGS - All windows facing the street, courtyard or building entries must be curtained, draped or covered in white or off-white. No decals, posters or aluminum foil may be placed in the windows. Excepted from this rule shall be decals used for security or burglar alarm systems. No window may be covered in any material not generally accepted as a window covering material, i.e., tablecloths, sheets, bedspreads or newspapers.

GARAGE USE - Each unit is provided with one designated space in the garage. Residents may park only in that space designated for their unit. Any car improperly parked may be towed at the owner's expense. Changing of oil, car washing and extensive automotive repairs are strictly prohibited inside the garage. Storage of highly flammable materials is prohibited. Motorcycles and scooters must be manually pushed to the street and then started.

COMMON AREAS - No materials may be hung or suspended from any deck or porch or placed on any railings without permission from the Homeowners Association. No laundry, bedding, boxes, debris or the like may be hung or stored on any deck or porch so as to be visible from any other unit in the building or from the street.

STORAGE AND PLANTINGS - No materials may be stored or placed in the building courtyard without permission from the Homeowners Association. All planting and potting in the common area shall be strictly regulated by the Association and shall be maintained in scale, materials and planting type to that which has been designed into the building common areas.

WATERBEDS - No waterbeds or liquid filled furniture shall be permitted on any floors other than ground floors. Permission to use a liquid filled bed shall be granted by the Association only if a water bed insurance policy is obtained by the owner of such waterbed that covers all damage done to the structure and personal property of the building.

COMMUNITY NOISE ORDINANCE - All residents shall observe the spirit and specific standards of the City of Berkeley "Community Noise Ordinance" which sets forth that: "Every person is entitled to an environment in which noise is not detrimental to his or her life, quality of life, health or enjoyment of property". The close proximity of our units makes it necessary that all residents show the utmost courtesy and consideration towards each other. The Ordinance sets stringent standards for interior and exterior noise levels effective between 10 PM and 7 AM. The Association or residents may contact the police to restrain offenders.

PETS - The Association strictly regulates pets to no more than two (2) neutered cats or one dog under 30 pounds in weight. All dogs must be leashed while in the common area. Owners of pets are responsible for cleaning up and disposing of waste and feces from common areas as well as all outdoor areas adjoining other units. Disposing of cat litter in the abuilding waste lines is strictly prohibited.

SMOKING - Per City of Berkeley Ordinance smoking is not allowed inside residential units and common areas. This includes outdoor areas such as patios, balconies and porches. All potential tenants should be notified about this ordinance at the time of application. No smoking provisions should be included in all new leases.

EXTERIOR ELEVATED ELEMENTS INSPECTION - Each owner is responsible for the maintenance of their balcony. Per the City of Berkeley Exterior Elevated Elements Ordinance, each balcony must be inspected every five years and the unit owner must submit an inspection certification by the inspection agent.

OCCUPANCY STATUS - Owners of units shall regularly file with the Association management timely information on the occupancy status of their unit. A non-resident owner shall advise the Association as to their current tenants' names and their contact information including phone and email information. The make, model, color and license number of each vehicle using the designated parking space shall be provided to the Association. Changes in any of the tenancy information should be provided to the Association in a timely manner. Owners must provide tenants with a copy of the Siete Casitas HOA Residential /Rules upon move in for compliance.