

"If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code."

BYLAWS OF TANGLEWOOD COMMUNITY ASSOCIATION

ARTICLE I

DEFINITIONS

Terms used in these Bylaws shall be used with the following respective meanings unless the context clearly indicates a different meaning therefor:

1. DECLARATION OF RESTRICTIONS. "Declaration of Restrictions" shall mean that specific Declaration of Protective Restrictions executed by TANGLEWOOD COMMUNITY ASSOCIATION, a California nonprofit corporation, on the 28th day of September 1999, and recorded in the office of the County Recorder, Monterey County, California, as Instrument No. 9985523, Official Records of Monterey County, and which Declaration of Protective Restrictions is attached to these Bylaws as Exhibit "A" and incorporated herein by reference as if fully stated. These Bylaws are expressly made subject to this Declaration of Protective Restrictions and anything in these Bylaws which is inconsistent with said Declaration shall be void and ineffective.

2. Restrictions. "Restrictions" shall include all restrictions, conditions, reservations, covenants, servitudes, liens and charges contained in the Declaration referred to in Definition 1.

3. Unit. "Unit" shall be defined as set forth in the Declaration of Restrictions attached hereto as Exhibit "A".

4. Owner. "Owner" shall be defined as set forth in the Declaration of Restrictions attached hereto as Exhibit "A".

5. Declarant. "Declarant" as used herein shall mean TANGLEWOOD COMMUNITY ASSOCIATION, a California nonprofit corporation.

6. Recorded, Recording and Of Record. "Recorded" and "Of Record" shall mean recorded, recording or of record in the office of the County of Monterey, State of California.

7. Charges and Assessments. "Charges and Assessments" shall mean and include all charges and/or assessments to which the property under the jurisdiction of this Association is or may be subject under and pursuant to a Declaration of Restrictions.

8. Member or Membership. A "member" or "membership" shall mean, respectively, a member of or membership in this Association, as defined in ARTICLE II of these Bylaws.

9. Person. "Person" shall include an individual person, a partnership, an association, and a corporation unless the context indicates a contrary meaning.

10. Articles. "Articles" shall mean the Articles of Incorporation of this Association as the same may be amended from time to time.

11. Bylaws. "Bylaws" shall mean these Bylaws as the same may be amended from time to time.

12. Singular and Plural, Masculine, Feminine and Neuter. In these Bylaws the singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter when the context so requires.

13. Association or the Association. "Association" or "the Association" shall refer to Tanglewood Community Association which is also referred to in various places in these Bylaws as "this Association".

ARTICLE II

Membership

Section 1. Definition of Membership.

Each record owner of a unit shall be a member; and when more than one record owner holds an interest in any unit, each record owner shall be a member. The vote for each unit shall be exercised in such manner as the record owners determine among themselves. In no event shall more than one vote be cast with respect to any unit.

Section 2. Termination of Membership.

The membership of any member terminates upon the sale of the unit.

Section 3. Death of a Member.

Membership in this Association shall not terminate upon the death of a member but all of the rights of such member shall be exercised by the executor, administrator or other personal representative of such deceased member, provided, however, that if the unit or units owned of record by such deceased member which entitled such member to membership was owned jointly or in common with another or others who survive such member, then upon the death of such deceased member the membership of such member shall terminate, and such other or one of such other joint or common owners of record shall become the member.

Section 4. Charges and Assessments.

The living units (embraced within the property which is subject to the jurisdiction of this Association) owned of record by the members of this Association shall be subject to such uniform charges and assessments and for interest and/or late charges for the late payment or non-payment thereof as shall from time to time be determined by the Board of Directors by resolution duly adopted at any regular or special meeting, subject to any limitations contained in the Declaration of Protective Restrictions affecting property over which this Association has jurisdiction.

Section 5. Liens and Foreclosure for Non-Payment.

Upon the failure of any member to pay any and all charges and assessments and any interest and/or late charges thereon when due, the same shall be enforceable against such member and shall become a lien against the particular living unit or living units subject to the same in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of the State of California as at the date of commencement of such foreclosure action. Said charges and assessments on becoming a lien in accordance with the Declaration of Protective Restrictions may also be enforceable by a power of sale by the Board of Directors, at the option of the Board of Directors, such sale to be conducted in accordance with provisions of Section 2924, 2924b and 2924c of the Civil Code of the State of California, or in such other manner as permitted by law.

Section 6. Registration of Members.

The Secretary of the Association shall maintain membership records of the Association reflecting the members thereof. Such registry shall be prima facie evidence of the status of membership in the Association.

ARTICLE III

Voting Rights and Members Meetings

Section 1. Voting Rights.

The voting rights of this Association shall be vested in the members thereof, and each member shall be entitled to as many votes as the number of living units (embraced within the property which is subject to the jurisdiction of this Association) owned of record by such member, provided that there shall be only one vote allowed for each living unit owned by a member jointly or in common with others.

Section 2. Cumulative Voting and Proxies.

Members shall be entitled to cumulate their votes. Voting by proxy shall be permitted.

Section 3. Annual Meetings.

Annual meetings of the members shall be held during the month of September each year for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

Section 4. Notice of Annual Meeting.

It shall be the duty of the Secretary to cause written notice of each annual meeting, stating the place, day and hour thereof, to be mailed, or otherwise sent or delivered, not less than ten days nor more than sixty days next preceding the day of such meeting to each member of record entitled to vote. Any business may be transacted at such meeting, whether or not it is mentioned in the notice.

Section 5. Special Meetings.

Special meetings of the members for any purpose or purposes whatsoever may be held at any time whenever called by the President, or by the Board of Directors, or by members with at least twenty percent (20%) of the voting power of this Association. Every such call shall be in writing and shall state the purpose or purposes of the meeting. No business may be conducted at a special meeting that is not set forth in the notice.

Section 6. Notice of Special Meetings.

Written notice of each special meeting of members, stating the place, day and hour thereof, and the nature of the business to be transacted shall be mailed, or otherwise sent or delivered, by the secretary or other person authorized or required to give such notice not less than ten days nor more than sixty days preceding the date of meeting, to each member of record entitled to vote.

Section 7. Place of Members' Meetings.

Annual meetings and special meetings of the members shall be held at a designated place upon or in the immediate vicinity of the property subject to the jurisdiction of the Association or some convenient place within a distance of not more than five (5) miles from said property of the Association at a place at which any annual or special meeting of the members may be held. The Board of Directors may fix the time and place of any such special meeting by resolution, which time and place shall be stated in the notice.

Section 8. Quorum.

Members representing a majority of the voting power of this Association, present in person or by proxy, shall be required to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by law. If, however, members representing said majority of voting power should not be present, those persons present shall have the power to adjourn the meeting from time to time, until persons representing the requisite voting power are present. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of voting power to leave less than a quorum.

Section 9. Address of Members.

It shall be the duty of each member to keep the Association advised as to his correct address from time to time.

ARTICLE IV

Board of Directors

Section 1. Powers.

The power of the Association shall be exercised by or under the authority of, and all of the affairs of the Association shall be controlled by, the Board of Directors, subject, however, to the rights of members provided for herein, in the Articles, and by law, and subject also to all of the restrictions, provisions and limitations contained in the Declaration of Protective Restrictions.

Section 2. Number of Directors.

The Board of Directors shall consist of seven (7) directors until changed by an amendment of this section of these Bylaws adopted by the vote or written assent of members entitled to exercise a majority of the voting power of this Association; provided, however, that the authorized number of directors shall in no event be less than five (5).

Section 3. Election and Term of Office.

The directors shall be elected at such annual meeting of the members, or the directors may be elected at a special meeting of members called for that purpose. The two year terms of the directors shall be staggered so that four directors are elected at an election, and three directors are elected at a subsequent election. Cumulative voting shall be allowed in all such elections.

Section 4. Place of Meetings.

All meetings of the Board of Directors may be held at such place as may be designated from time to time by a resolution of the directors adopted at any regular or special meeting. If the resolution of the Board designating the place so provides, any meeting may be held at such place as determined by the call and notice for the particular meeting.

Section 5. Vacancies.

All vacancies on the Board of Directors, including vacancies caused by an increase in the number of directors or by the removal of a director, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so appointed shall thereafter hold office for the remainder of the unexpired term and until the election of a successor.

Section 6. Organization Meeting.

Immediately after the annual meeting of the members and immediately after any meeting of members at which directors shall have been elected, the directors shall meet without notice for the election of officers and the transaction of any other business. Pending such meeting all officers shall hold over, except any officer required by law by these Bylaws to be a director and who was not re-elected to the Board of Directors.

Section 7. Regular Meetings Time.

Regular meetings of the Board of Directors shall be held at such time as the Board may fix by resolution from time to time. Notice of any regular meeting of the Board of Directors shall be given as required by law.

Section 8. Special Meetings Time.

Special meetings of the Board of Directors shall be held whenever called by the president, vice president or by a majority of the Board of Directors.

Section 9. Notice of Special Meetings.

Notice of the time and place of each special meeting of the Board of Directors may be given personally by word of mouth or mailed or telegraphed to each director at least two (2) days before the date of the meeting. Notice of the objectives or purposes of any special meeting, of the Board of Directors shall be given as provided by law.

Section 10. Consent of Meetings.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be valid as though it was a meeting duly held after regular call and notice, if a quorum be present and if either before or after the meeting, each of the directors (including those not present) signs a written waiver of notice of a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

Section 11. Quorum.

Subject to the provisions of Section 5 of Article VI and Section 4 of Article V of these Bylaws, at all meetings of the Board a majority of the number of directors fixed by the Bylaws shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. A majority of the directors present at any meeting of the Board, whether a quorum shall be present or not, may adjourn the meeting from time to time, provided that no such adjourned meeting shall be held unless and until notice has been given as provided for special

meetings in Section 9 hereof, and provided further that the time so fixed shall not extend beyond the time for the next regular meeting of the Board.

Section 12. Compensation of Directors.

Directors as such shall not receive any salary or compensation for their services as directors; provided, however, that nothing herein contained shall be construed to preclude any director from receiving reimbursement from the Association for actual expenses incurred by such director in carrying out his/her duties hereunder so long as such expenses are approved by the Board.

Section 13. Qualifications.

Each director shall be a natural living person eighteen (18) years of age or older, and must be a member of the Association.

ARTICLE V

Officers

Section 1. Officers.

The officers of the Association shall be a president, a vice president, a secretary and a treasurer. The Association may also have, at the discretion of the Board of Directors, one or more additional vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Officers other than the president need not be directors. One person may hold two or more offices except that of president and secretary. The salaries or other compensation of all officers of the Association, if any, shall be fixed from time to time by the Board of Directors.

Section 2. Election.

The officers of the Association, except as such officers may be appointed in accordance with the provisions of Section 3 or Section 5 or this Article V, shall be chosen annually by the Board of Directors, immediately after the regular meeting of the membership, and each shall hold his office until he shall resign or shall be removed or otherwise be disqualified to serve, or his successor shall be elected and qualified.

Section 3. Subordinate Officers, Etc.

The Board of Directors may elect or authorize the appointment of such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time authorize or determine.

Section 4. Removal and Resignation.

Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board, or except in case of any officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Section 5. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filled in the manner provided or authorized herein for regular elections or appointments to such office.

Section 6. President.

The president shall be the chief executive officer of the Association and shall, subject to control of the Board of Directors, have general supervision, direction and control of the affairs and other officers of the Association. The president shall preside at all meetings of the members and at all meetings of the Board of Directors and shall have the general powers and duties of management usually vested in the office of president of an incorporated association, and shall have such other powers and duties as may be prescribed by the Board of Directors and by the Bylaws, subject, however, to any limitations contained in any Declaration of Restrictions.

Section 7. Vice President.

In the absence or disability of the president, the vice president, if more than one, in order of their rank as fixed by the Board of Directors, or if not ranked, the vice president designated by the

Board of Directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or the Bylaws.

Section 8. Secretary.

The secretary shall keep or cause to be kept a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of directors and members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at director's meetings, the number of memberships and votes present or represented at members' meetings and all the proceedings thereof.

The secretary shall also keep or cause to be kept at the principal office a membership register showing the names of the members and the number of votes to which each respective member is entitled.

The secretary shall give or cause to be given notice of all meetings of the members and of the Board of Directors required by the Bylaws or by law to be given and shall keep the seal of the Association in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 9. Treasurer.

The treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct amounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The treasurer shall also maintain complete records of all assessments and charges levied and the liens securing same under the Bylaws pursuant to the provisions of any Declaration of Restrictions, and the amounts thereof, the properties against which the same have been assessed, the dates upon which the same are due, and upon which the same are delinquent, and a record of the payments thereof, as well as a record of notices of delinquency which have been recorded pursuant to any Declaration of Restrictions.

The treasurer shall deposit all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors, shall render to the president and directors, whenever they request it, an account of all of his/her 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 of Directors or by the Bylaws.

ARTICLE VII

Powers and Duties

Section 1. Powers.

The powers of this Association extend to all property covered by the Declaration of Protective Restrictions attached to these Bylaws and incorporated herein and are co-extensive with said Declaration. This Association shall have the power to enforce all restrictions, limitations, conditions, covenants, servitudes, charges and liens created in said Declaration, according to the means of enforcement stated in said Declaration. This Association shall be entitled to exercise all powers granted to it in Article IV, Section 1, and elsewhere in the Declaration. Said Declaration shall be controlling as to the extent of the powers of this Association.

Section 2. Duties.

This Association shall have the duty and responsibility for enforcing all restrictions, conditions, covenants, servitudes, liens, and charges contained in the Declaration of Protective Restrictions, and this Association shall have the duty of management and control of the common area co-extensive with the powers of management in Article IV of the Declaration and Article VII, Section 1 of these Bylaws.

Section 3. Assessments and Collection of Charges.

(a) General Charges. The Board of Directors shall follow the procedures for assessment of general charges stated in Article IV, Section 3(a) of the Declaration of Protective Restrictions in

determining assessments to unit owners. The Board of Directors may delegate to the president, or any other officer, the preparation and submission of the annual estimate of cash requirements for the Association. After the Board of Directors shall have by resolution determined the amount of the assessment for general charges to be apportioned among unit owners, notice of said assessment shall be given to all members. Any member shall be given an opportunity to object to any assessment. The Board of Directors shall have the duty to enforce the payment of the charges thus assessed according to the procedures stated in the Declaration of Protective Restrictions.

(b) Special Charges.

(1) The Association shall be empowered to assess and collect special charges for services rendered on behalf of individual owners as prescribed in Article IV, Section 3(b) of the Declaration of Protective Restrictions.

(2) When and if the Association makes any payments on behalf of individual owners or members, as empowered by said Declaration, the Association shall recover the amount of such payment from the member or owner on whose behalf payment was made, in the same manner as the Association shall recover other special charges.

(c) Collection. The procedure for collection of special charges shall be the same as the collection for general charges stated above.

Section 4. Enforcement of Restrictions as to Use of Property.

The Association shall have the duty to enforce the restrictions on use of property contained in Article III, Section 1 and 2 of the Declaration of Protective Restrictions. The Association shall use the following procedure in enforcing such restrictions:

(a) Upon notice that any owner, member, or occupant is violating any of the restrictions contained in the Declaration of Protective Restrictions, the Board of Directors shall investigate the reported violation, and upon a determination that any owner is in violation of the Declaration, then the Board of Directors shall send such member, owner, or occupant a notice demanding that said owner, member, or occupant immediately cease and desist from the restricted use.

(b) If the owner, or occupant fails or refuses to cease and desist from the restricted use, the Board of Directors shall require said owner, member, or occupant to appear before the Board of Directors and show cause why the Association should not invoke on behalf of the Association any and all legal and equitable remedies available in the Declaration of Protective Restrictions to enforce the restriction on use.

(c) Prior to any action being taken against an owner by the Board, other than the collection of a duly levied and delinquent assessment, the owner shall be entitled to a hearing before the full board, and a two-thirds (2/3) vote of the entire Board shall be required before any sanctions may be imposed upon an owner by the Board.

(d) Regulation and Maintenance of Common Areas.

(1) The Association shall have the obligation to maintain, at its expense, and in the case of damage or destruction to replace, repair or restore at its expense (subject to the provisions of the Declaration) the non-exclusive use common areas, and all improvements thereon. Where the best interests of the Association are served, specific exclusive use common areas will be maintained at Association expense. In all other cases, however, exclusive use common areas shall be maintained at the expense of the owner who has the beneficial use of such exclusive use common area.

(2) The Association shall have the right to suspend any or all of the rights and privileges of any owner or member of the Association to use the common areas (other than those uses directly and necessarily related to the occupancy of and access to a unit) or to vote in Association affairs, for any period during which any assessment or special charge to which his/her interest is subject remains delinquent or unpaid; and during any period of time during which such owner or member is in violation of any provision of the Declaration.

Section 5. Business and Management.

The Declaration provides that certain management functions of the common area and the subject property shall be exercised by the Association. The Board of Directors shall be responsible for insuring that the officers of the Association carry out the duties of such management. The Board of Directors may delegate the responsibility for performing management functions, and may employ

persons who are not members of the Association to manage the business affairs of the Association or to care for and maintain the common area, provided that contracts for such employment may not exceed the term of one year, except upon the approval of a majority of the voting power of the Association.

Section 6. Annual Report to Members.

The Board of Directors shall present at each annual meeting of the members a statement of the business affairs and financial condition of the Association at the end of the previous fiscal year, and a copy of said report and all other documents required by California Civil Code Section 1365 as that section may from time to time be amended shall be distributed to each member within sixty days after the end of the fiscal year.

Section 7. Conditions of Rentals of Units.

(a) Proof of Insurance. Within thirty (30) days of occupying a unit, a tenant must furnish proof to the Association of a Five Hundred Thousand Dollar (\$500,000) liability insurance policy (HO4). A copy of the policy must be furnished to an officer of the Association or be mailed to the Association's address within thirty (30) days after occupancy. Insurance must remain in effect during the entire period of occupancy.

(b) Number of Occupants. Units may from time to time be rented; provided, however, that any such renting of units shall be in accordance with the Declaration and any rules established by the Association, and shall be in accordance with applicable law relating to the occupancy of similar units. Rental units may not be occupied by more than four (4) people during the rental period.

ARTICLE VIII

Miscellaneous Provisions

Section 1. Checks, Drafts, Etc.

All checks, drafts or other orders for payment, money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, and any and all securities owned or held by the Association requiring signature for transfer, shall be signed or endorsed by two persons, one of whom is a manager and the other the president of the Association.

Section 2. Contracts, Etc., How Executed.

The Board of Directors, except as the Bylaws or Declaration otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless authorized by the Board of Directors, no officer, and no agent or employee shall have any power or authority to bind the Association to any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 3. Inspection of Association Records.

The membership register, the books of account and the minutes of proceedings of the members and directors and other Association records shall be open to inspection by any director upon demand at any reasonable time and to inspection by any member upon the written demand of any such member at any reasonable time for a purpose reasonably related to his interest as a member, and shall be exhibited at any time when required by the demand of ten percent (10%) of the voting power of the members represented at any members' meeting. Such inspection may be made in person or by an agent or attorney and shall include the right to make extracts. Demand of inspection by any member other than at a members' meeting shall be made in writing upon the president, secretary or assistant secretary of the Association. Every such demand, unless granted, shall be referred by such officer to the Board of Directors.

The Association shall keep in its principal office for the transaction of business the original or true copy of the Articles of the Association, as amended, the original or a true copy of these Bylaws, as amended, and the original or a true copy of such Declaration of Protective Restrictions covering property subject to the jurisdiction of this Association, as amended, all of which shall be open to inspection by the members during reasonable business hours.

Section 4. Notices.

Whenever, under the provisions of these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice, if not given by any other method authorized by these Bylaws or by law, may be given in writing by mail, by depositing the same in the United States Post Office or post box at the place where the principal office of the Association is situated, in a postage paid, sealed envelope, addressed to such member or director, at such address as appears on the books of the Association, or in the absence of such address, to such director or member at the General Post Office in the place where the principal office of the Association is situated, and such notice shall be deemed to have been given at the time the same shall be thus mailed.

Whenever any member entitled to vote has been absent from any meeting of members, and whenever any director has been absent from any meeting of the Board of Directors, an entry in the minutes of the meeting to the effect that notice has been duly given shall be prima facie evidence that due notice of such meeting was given to such absentee as required by law and these Bylaws.

Section 5. Defective Notices.

Any mistake, inadvertence or excusable neglect in giving any notice required by these Bylaws shall not affect the validity of any meeting called thereby, or of any proceedings had at such meeting.

Section 6. Headings and Titles.

All headings and titles used in these Bylaws, including these of Articles, sections, and subsections, are intended solely for convenience of reference and, the same shall not, nor shall any of them affect that which is set forth in such article, section or subsection nor any of the terms of provisions of these Bylaws nor the meaning thereof.

Section 7. Ground Rules.

Subject to the limitations contained in any applicable Declaration of Restrictions, and to the approval of the membership, the Board of Directors may from time to time make, establish, publish, promulgate, amend and repeal Ground Rules, and enforce the same by establishing and collecting fines for the violation thereof, governing the use of the property, and any part or portion thereof, subject to the jurisdiction of the Association; governing the use of the property, and any part or portion thereof, subject to the jurisdiction of the Association; which Ground Rules, and each of them shall be binding equally upon each and every member and each and every occupant of such unit. Any fine or fines established for the violation of any Ground Rule or Ground Rules shall be established and apply equally in amount and application to all persons. A current record of all Ground Rules, as amended, from time to time, and a record of the amount of any fines established for the violations thereof, shall be kept by the secretary of the Association and shall be available to any member at any reasonable time.

Section 8. Committees.

The Board of Directors may establish committees to assist in its duties and the following committees are established: Architectural Committee, Grounds/Landscape Committee, Budget Committee and Public Relations Committee. Members of committees will be appointed by the Board of Directors and shall be members of Tanglewood Community Association and will serve one or two year terms concurrent with the Board of Directors.

(1) The Architectural Committee will review all plans for proposed modifications, construction or alterations to interior or exterior of units prior to Boards' action. The committee will submit its recommendations to the Board of Directors at the next scheduled Board meeting. The committee will require all plans/drawings submitted to it for review to meet the requirements established by the City of Monterey Planning Commission. This committee may establish approved plans and drawings for certain modifications and/or alterations that may be used by homeowners for improvements.

(2) The Budget Committee will review and recommend the proposed budget for the next fiscal year.

ARTICLE IX

Duration and Dissolution

(1) This Association, or its successor, shall continue in existence so long as the Declaration of Protective Restrictions, or any amendment thereof shall apply to subject property.

(2) Article VIII of the Declaration prescribes action to be taken by the Board in the event of partial or total destruction of the buildings located on subject property, and said Article VIII of the Declaration shall be controlling in this event.

ARTICLE X

Amendments of Bylaws

These Bylaws may be amended by a vote of fifty-one percent (51%) of the members of the Association at a meeting duly held, or by the written consent of fifty-one percent (51%) of said members.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting secretary of Tanglewood Community Association, a nonprofit corporation, and

(2) That the foregoing Bylaws comprising ___ pages, constitute the Bylaws of this Association as duly adopted as the Bylaws of this Association at a meeting of the Board of Directors thereof duly held.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9th day of November, 1999.

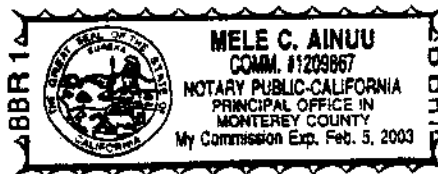
Kenneth L. C. Dorking
Secretary

STATE OF CALIFORNIA
COUNTY OF MONTEREY

SUBSCRIBED AND SWORN TO BEFORE ME

BY Kenneth L. C. Dorking
THIS 9th DAY OF Nov. 1999

Mele C. AINUU



**BYLAWS OF
TANGLEWOOD COMMUNITY ASSOCIATION**


ARTICLE I

DEFINITIONS

Terms used in these Bylaws shall be used with the following respective meanings unless the context clearly indicates a different meaning therefor:

1. DECLARATION OF RESTRICTIONS. "Declaration of Restrictions" shall mean that specific Declaration of Protection Restrictions executed by TANGLEWOOD COMMUNITY ASSOCIATION, a California nonprofit corporation, on the 28th day of September 1999, and recorded in the office of the County Recorder, Monterey County, California, as Instrument No. 9985525, Official Records of Monterey County, and which Declaration of Protective Restrictions is attached to these Bylaws as Exhibit "A" and incorporated herein by reference as if fully stated. These Bylaws are expressly made subject to this Declaration of Protective Restrictions and anything in these Bylaws which is inconsistent with said Declaration shall be void and ineffective.
2. Restrictions. "Restrictions" shall include all restrictions, conditions, reservations, covenants, servitudes, liens and charges contained in the Declaration referred to in Definition 1.
3. Unit. "Unit" shall be defined as set forth in the Declaration of Restrictions attached hereto as Exhibit "A".
4. Owner. "Owner" shall be defined as set forth in the Declaration of Restrictions attached hereto as Exhibit "A".
5. Declarant. "Declarant" as used herein shall mean TANGLEWOOD COMMUNITY ASSOCIATION, a California nonprofit corporation.
6. Recorded, Recording and Of Record. "Recorded" and "Of Record" shall mean recorded, recording or of record in the office of the County of Monterey, State of California.
7. Charges and Assessments. "Charges and Assessments" shall mean and include all charges and/or assessments to which the property under the jurisdiction of this Association is or may be subject under and pursuant to a Declaration of Restrictions.
8. Member or Membership. A "member" or "membership" shall mean, respectively, a member of or membership in this Association, as defined in ARTICLE II of these Bylaws.
9. Person. "Person" shall include an individual person, a partnership, an association, and a corporation unless the context indicates a contrary meaning.
10. Articles. "Articles" shall mean the Articles of Incorporation of this Association as the same may be amended from time to time.
11. Bylaws. "Bylaws" shall mean these Bylaws as the same may be amended from time to time.
12. Singular and Plural, Masculine, Feminine and Neuter. In these Bylaws the singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter when the context so requires.
13. Association or the Association. "Association" or "the Association" shall refer to Tanglewood Community Association which is also referred to in various places in these Bylaws as "this Association".

READ & APPROVED

 _____ DATE 10/20/03
X _____ DATE _____