

**AMENDMENT TO BY-LAWS  
OF  
SAN ELIJO HILLS HOMEOWNERS ASSOCIATION**

These Amendments to the Bylaws of SAN ELIJO HILLS #1 HOMEOWNERS ASSOCIATION, pursuant to the provisions of ARTICLE VIII, Paragraph 8.02, are adopted this 15th day of November, 1995, by the Board of Directors.

**WITNESSETH**

WHEREAS, the San Elijo Hills Homeowners Association, (successor to the Declarant of the Protective Covenants and Restrictions for Lots 1 through 192 inclusive of San Elijo Hills in the County of San Diego, State of California, according to map thereof No. 2670 filed in the office of the county recorder of San Diego County, June 20, 1973), has filed with the San Diego County Recorder certain amendments to the aforesaid Protective Covenants and restrictions; and

WHEREAS, the certain provisions of the Bylaws require amendment to achieve consistency with the Protective Covenants and Restrictions, and

WHEREAS, Article 8, Section 8.02 of the Bylaws provides for the amendment of bylaws by members entitled to exercise a majority of the voting power of the corporation, and

WHEREAS, more than a majority of homeowners have exercised their voting power in amending the Bylaws,

NOW, THEREFORE, the Bylaws are amended as follows:

1. Article I. OFFICES shall now state:

The principal office of the corporation for the transaction of its business shall be located in San Diego County, California.

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2. Article II. MEMBERS, Section 2.02 Qualifications shall now state:

Every beneficial owner of real property situated in the area known as San Elijo Hills, sometimes hereinafter referred to as the "defined area", in Solana Beach, San Diego County, California, which area is more particularly described in the exhibit attached hereto, marked Exhibit A, and incorporated herein, is considered a member of this corporation.

3. Article II, Section 2.03 Admission is deleted in its entirety and shall now state:

Every beneficial owner of real property in the defined area shall be a Member of the Corporation, provided that an Owner may resign his or her position as a Member at any time by delivering to the President or Secretary of the Association a written notice of resignation. Resignation as a Member does not relieve an Owner from his/her obligation to comply with and be bound by the Articles of Incorporation of this corporation, by these By-Laws, and by any amendments thereto, by the PC&Rs, and any amendments thereto, and by the policies, rules and regulations at any time adopted by the corporation in accordance with these By-Laws.

For consistency, Article II, Section 2.04 Termination of Membership shall now state:

Membership in this corporation shall terminate on the resignation or death of the member or on his ceasing to be a beneficial owner of property within the defined area. Membership in this corporation shall not be transferable or assignable.

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4. Article II, Section 2.05 Fees and Dues shall now state:

(a) Annual dues shall be in an amount determined by the Board of Directors, provided, however, that such dues shall not exceed the sum of \$25.00 per year. The dues may be increased each year but any increase shall not exceed the figure for the Consumer Price Index for that year. The dues shall be payable on March 1st of each year.

(b) If annual dues or assessments as per Section 2.06 remain unpaid for more than 30 days after the due date, the association may recover the reasonable costs of collection, including attorney fees, and the costs of recording a "notice of delinquent assessment" and may impose a late charge that does not exceed 10 percent of the delinquent assessment or \$10, whichever is greater.

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5. Article III MEETINGS OF MEMBERS Section 3.01. Annual Meetings shall now state:

The members shall meet annually in June or at such time and place as shall be fixed by the Board of Directors, etc.

6. Article VI COMMITTEES Section (c) Covenants Committee shall now state:

(c) The Covenants Committee, the membership of which shall consist of the Board of Directors acting as a committee of the whole, shall promote compliance with and administer such covenants and restrictions now of record or as may be approved or amended by the vote of two-thirds (2/3) or more of all members of the corporation.

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7. Article VI shall now contain a new section (e):

(e) Slopes Committee. The Slopes Committee shall be responsible for the maintenance of the common area slopes of the development, the expenses of which maintenance are paid for by Municipal Improvement District funds received from the City of Solana Beach.

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8. Article VIII, BY-LAWS, Section 8.02 Amendment shall now state:

Except as otherwise expressly provided herein, new By-Laws may be adopted or these By-Laws amended or repealed by the vote or written assent of two-thirds of the members of the corporation, or by the vote of a majority of a quorum at a meeting duly called and noticed for the purpose, and subject to the power of the members to change or repeal them, and subject to the Articles of Incorporation of this corporation, and to law, by the vote of a majority of the Directors.

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9. Article IX MISCELLANEOUS PROVISIONS, Section 9.02 Fiscal Year shall now state:

The fiscal year of the corporation shall be July 1 - June 30.

IN WITNESS WHEREOF, these Amendments to the Bylaws of San Elijo Hills Homeowners' Association have been approved by the Board of Directors.

BY: P.R. Burch  
President, SAN ELIJO HILLS  
HOMEOWNERS ASSOCIATION  
Peter R. Burch

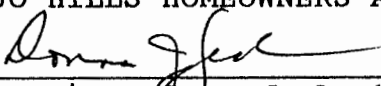
CERTIFICATE OF AMENDMENT

I, Donna J. Czech, certify and state as follows:

I am the secretary of San Elijo Hills Homeowners Association, Inc., a California nonprofit corporation. The foregoing Amendments were approved by the members of the Association in accordance with the amendment provisions of the Bylaws as set forth in Article VIII, Paragraph 8.02 and Article II, Paragraph 2.05(b) thereof.

SAN ELIJO HILLS HOMEOWNERS ASSOCIATION, INC.

BY:

  
Secretary Donna J. Czech

DATE: November 15, 1995