

EXHIBIT "J"

BY-LAWS OF CALLAN TOWNHOUSES CONDOMINIUM  
OWNERS' ASSOCIATION

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. The Association is created for the purpose of managing the Condominium Project located at 396 to 420 Callan Avenue, City of San Leandro, State of California, known as "Callan Townhouses Condominium" is submitted to the provisions of these By-Laws. A Declaration of Covenants, Conditions and Restrictions Establishing Plan for Condominium Ownership is to be filed for the said multifamily structure located on Callan Avenue, San Leandro, California, providing for these By-Laws to be applicable thereto, and such properties and the owners of family units therein shall be included in the coverage of these By-Laws.

Section 2. Personal Application. All future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of said condominium in any manner, are subject to the regulations set forth in these By-Laws.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a one vote per family unit as defined in the Declaration of Covenants, Conditions and Restrictions Establishing Plan for Condominium Ownership of which these By-Laws are attached as Exhibit D.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the proportion assigned in the aforesaid Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

Section 1. Association Responsibilities. The Owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the subject premises or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. Regular meetings of members of the Association shall be held not less frequently than once each calendar year at a time and place prescribed by the Bylaws. The first meeting of the Association whether a regular or special meeting shall be held within 45 days after the closing of the sale of the subdivision interest which represents the 51st percentile interest authorized for sale under the first public report for the subdivision, but in no event shall the meeting be held later than six months after the closing of the sale of the first subdivision interest. Thereafter, the annual meetings of the Association shall be held annually each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. A special meeting of the members of the Association shall be promptly called by the governing body upon:

- (1) The vote for such a meeting by a majority of a quorum of the governing body.
- (2) Receipt of a written request therefor signed by members representing not less than 25% of the total voting power of the Association or by members representing not less than 15% of the voting power residing in members other than the subdivider.

The notice of any special meeting shall state the time and place of such

meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 10 but not more than 30 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. In the absence of a quorum at a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five days and not more than thirty days from the original meeting date. The quorum for such a meeting may be set by the governing instruments at a percentage less than that prescribed for a regular meeting, but it shall not be less than 25% of the total voting power of the Association.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of committees;
- (f) Election of inspectors of election;
- (g) Election of directors;
- (h) Unfinished business;
- (i) New business.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these Bylaws

or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office; Cumulative Voting. At the first annual meeting of the Association, directors shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. For election of directors, the owners of each family unit shall be entitled to a number of votes per family unit equal to the number of directors to be elected.

Section 6 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. Unless the entire governing body is removed from office by the vote of Association members, an individual governing body member shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedures by a divider equal to 1 plus the authorized number of governing body members. At any regular or special meeting duly called, upon this happening, successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected

Board of Directors shall be held within fifteen (15) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the Office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit

of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

#### ARTICLE VI

##### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners, including Declarant, so long as he is an owner, are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. Each owner will be assessed one-thirteenth (1/13) of those costs which are set by the Association.

##### Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

##### Section 3. Use of Family Units; Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installation located therein without previously notifying the President and the Secretary of the Association in writing. The Association shall have the obligation to answer within fifteen (15) days and a failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities. An owner shall not place or

cause to be placed in the lobbies, vestibules, stairways, elevators and other areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

#### Section 5. Right of Entry.

(a) An owner shall grant the right of entry to any management agent or other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time, or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

#### Section 6. Rules of Conduct.

(a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will be subject to conditions as shall be determined by the Board of Directors, who shall set out such applicable rules in writing.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the building.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the building.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the building or that protrude through the walls or the roof of the building except as authorized by the Association.



ARTICLE VII

AMENDMENTS TO PLAN OF UNIT OWNERSHIP

Section 1. Amendments of the CC&Rs may be enacted by the vote or written consent of members representing not less than 51% and not more than 75% of the voting power of the Association residing in members other than the subdivider provided, however, that the percentage of the 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.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the President of the Board of Directors, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

COMPLIANCE

These Bylaws are set forth to comply with the requirements of Title 3, Part 1, Sections 21111 et seq., of the California Corporations Code to establish a nonprofit, unincorporated association. In any case any of these Bylaws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the statute will apply.


IN WITNESS WHEREOF, we, being all of the directors of the Callan Townhouses Owner's Association, Inc., have hereunto set our hands this 10th day of July, 1979.

  
Gregg Cherezian

  
Sylvia Cherezian

  
Sharon Cherezian

  
John Y. Dichian

  
Lillian Dichian



# of California

OFFICE OF THE SECRETARY OF STATE



I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

AUG 7 - 1979



*March Fong Eu*

Secretary of State

CALLAN TOWNHOUSE HOMEOWNERS' ASSOCIATION

BY-LAW AMENDMENTS

At a duly held meeting of the Callan Townhouse Homeowners' Association on April 06, 1983, and by a unanimous decision, the following two (2) Amendments to the Bylaws of the Association were adopted.

Article VI, Section 4 (page 8) shall read as is, with the addition of new paragraph (g), which shall read as follows:

- \* (g) Violation of rules set forth herein, and as exemplified in the Callan
- \* Townhouse Homeowners' Association House Rules, will be cause for a
- \* penalty assessment on the offending unit. A majority vote of the Board
- \* of Directors shall determine the amount of the assessment, with the
- \* following minimum: first (1st) offense -- warning; second (2nd) offense
- \* -- twenty-five dollars (\$25); third (3rd) offense -- fifty dollars (\$50);
- \* fourth (4th) offense -- seventy-five dollars (\$75). Complaints against
- \* any unit must be submitted in writing to the Board, with the signatures
- \* of representatives of at least two family units who were witnesses to
- \* to offense.

Article VI, Section 1 (page 7) shall read as follows:

- Section 1. Assessments. All owners, including Declarant, so long as he is an owner, are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. Each owner will be assessed one-thirteenth (1/13) of those costs which are set by the Association.
- \* All monthly assessments are due on the first (1st) of each month. If
  - \* any monthly or special assessment is fifteen (15) days past due, a
  - \* late charge in the amount of ten dollars (\$10) will be assessed. When
  - \* any assessment is thirty (30) days past due, the late charge shall
  - \* be increased to twenty dollars (\$20). When any assessment is sixty
  - \* (60) days past due, the late charge shall be increased to fifty dollars
  - \* (\$50). For each subsequent thirty (30) day period during which the
  - \* total assessment is not brought current, the late charge will be increased
  - \* by thirty dollars (\$30). When any assessment is ninety (90) days past
  - \* due, a claim of lien and/or suit may be filed as provided in the
  - \* CC&R's; the late charges will continue to accumulate.

04/19/83

KAT