

**BY-LAWS
OF
CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION
(As amended June 22, 1991)**

ARTICLE I - NAME

The name of this corporation is and shall be "CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION" and for convenience shall be referred to hereinafter as the "Association."

ARTICLE II - OBJECTS AND PURPOSES

The objects and purposes of the Association shall be to further and promote the community welfare of owners of residential lots within the land area situated in Lake County, California, described as follows:

Tracts One, Two, Three, Four, and Five as described in that certain "Short Form of Macdonough Contract" dated March 27, 1964, and recorded as instrument No. 3404 in Official Records of Lake County, California, at Book 425, Page 267 on April 15, 1964; and

The east half of the northwest quarter of Section 27, Township 13 north, Range 8 west, M.D.M.;
and

The northwest quarter of the northwest quarter of Section 27, Township 13 north, Range 8 west, M.D.M.;

hereinafter referred to for convenience as "Clear Lake Riviera", portions of which will be subdivided and developed into residential lots and recreational facilities by Clear Lake Riviera, Inc., developer of said property. The Association shall be authorized to do whatever may be deemed necessary, conducive, incidental or advisable to accomplish and promote said objects or purposes, except carrying on a business, trade, avocation or profession for profit, including but not limited to:

- (a) constructing, leasing, maintaining and operating community facilities at Clear Lake Riviera;
- (b) improving and maintaining park or other Community Association areas at Clear Lake Riviera;
- (c) providing protective service to members and their families;
- (d) caring for vacant, unimproved or unkept vacant lots, removing rubbish and unsightly growth therefrom and doing any and all other things necessary or; desirable to keep them in a neat and orderly condition
- (e) enforcing any and all restrictions, covenants and conditions imposed at any time on the residential lots at Clear Lake Riviera for the general benefit of the owners thereof;
- (f) paying all taxes, utilities, charges, assessments and other levies upon property owned or managed by the Association;
- (g) making and collecting charges and assessments by which to further the foregoing objects and purposes;

and to do any other act or thing in any way connected with the foregoing or related to the objects and purposes of the Association.

ARTICLE III - MEMBERSHIP

Section 1. Membership in the Association, which is required by covenants running with the lots, shall be limited to the owners of not less than one (1) lot at Clear Lake Riviera. For the purpose of these By-laws, lots shall consist of those lots described and set forth in subdivision maps from time to time filed in the Office of the County Recorder of Lake County, California, relating to Clear Lake Riviera; lots resulting from the further subdivision of any lots set forth and described in any of said subdivision maps initially filed; and each unit of any apartment building, community or condominium, or other cooperative type multiple living facilities constructed at Clear Lake Riviera. A purchaser of any such lots under contract shall also be deemed to be an owner for purposes of these By-laws. Only one (1) of any number of co-owners of any such lot or lots shall be a member of the Association; provided, however, that husband and wife co-owners may be one member.

Section 2. All persons who become owners of lots at Clear Lake Riviera, as defined and described above in Section 1 of this Article III, shall, by reason of such ownership, become and hereby are made members of the Association.

Section 3. Ownership of one or more lots and the issuance of one or more membership certificates, shall entitle any such member to the same number of votes as there are valid certificates held. Each member of the Association shall have the same rights, privileges, liabilities and responsibilities as any other member.

Section 4. Members who are delinquent in payment of charges or assessments provided for in the Association's CC&R's and By-laws at the time of any regular or special Association election are not members in good standing, and are not eligible to vote in that election, and while delinquent, are not eligible to hold elective office or be a candidate for such office.

ARTICLE IV - CERTIFICATES OF MEMBERSHIP AND TRANSFER

Section 1. Certificates of membership in the Association shall be in such form as the Board of Directors shall designate and shall be issued over the signature of the President and Secretary. A certificate book shall be maintained which shall contain a margin on which shall be shown the number, date and name of the member, as set forth in the corresponding certificate.

Section 2. Certificates of membership shall be appurtenant to the lot at Clear Lake Riviera as above described in Section 1 of Article III of these By-laws and shall not be transferable except with the conveyance of the lot for which said certificate is issued. Such conveyance shall effect the transfer of the certificate appurtenant to that particular lot to its purchaser.

Section 3. Members shall be entitled to exercise all of the rights and privileges of membership. All members shall be subject to all of the obligations and liabilities of membership without the actual issuance and possession of certificates of membership.

Section 4. Membership in the Association is not transferable or assignable except as specifically provided in these By-laws.

Section 5. All membership transfers shall be subject to a transfer fee of twenty-five dollars (\$25.00) and to the payment of all indebtedness to the Association of the member whose membership is transferred. Membership of a deceased member may be transferred to the surviving co-owner (if any) by notifying the Secretary who shall issue a new membership in the name of the survivors at no transfer fee providing there is no indebtedness to the Association. Such transfer to occur within ninety (90) days of the event.

ARTICLE V - MEETINGS OF MEMBERS

Section 1. Annual Meeting

- (a) The annual meeting of the members of the Association shall be held as such hour and on such day during the month of June of each year, and at such place in Lake County, California as shall be determined by the Board of Directors. Meetings of members shall be conducted in accordance with the By-laws of the corporation.
- (b) The President shall open and conduct the Annual meeting. The order of business at the annual meeting of members shall be as follows:
 - (1) Ascertainment of quorum.
 - (2) Reading and approval and/or correction of the minutes of the last meeting.
 - (3) Report of Directors.
 - (4) Report of Treasurer, including report on the budget.
 - (5) Inspectors of Election - report voting results.
 - (6) Committee Reports: All
 - (7) Unfinished Business.
 - (8) Introduction of new Directors.
 - (9) New Business.
 - (10) Nomination of Committees: Audit, Community Projects, Nominating, Social.
 - (11) Adjournment.

Section 2. Notice of Annual Meeting

- (a) The Secretary shall mail or deliver to each member written notice of the time and place of the Annual Meeting not less than thirty (30) nor more than sixty (60) days prior to the date named therefor. Notice mailed to the last address given the Secretary of the Association by any member shall be sufficient. (if the Annual Meeting of the members shall not be held on the date so designated, a delayed Annual Meeting may be called and held upon the giving of like notice thereof.
- (b) With the notice of meeting, the Secretary also shall include a financial statement for the nine (9) month period ended March 31 of the current calendar year, prepared by the Treasurer or duly appointed accountant.
- (c) If directors are to be elected by written ballot, the Secretary shall included the ballot with the notice of meeting. The last date on which the ballot may be received by the Association in order to be counted must be should clearly in a prominent place, and shall not be fewer than ten (10) days prior to the date of the Annual Meeting.

- (d) The Secretary shall include the proposed budget (pro-forma budget) for the next fiscal year with the notice of meeting.

Section 3. Counting Ballots

- (a) Three Inspectors of Election shall be appointed by the Board of Directors for the Annual Meeting and for any action taken by written ballot without a meeting. The appointment of Inspectors of Election for election of Directors at the Annual Meeting shall be made not later than March 1 of each year.
- (b) Members shall return written ballots or proxies and proxy materials to the Association office in a sealed envelope placed in a return mailing envelope which has the word "Ballot" printed on it. Proxies are effective only for one Annual Meeting unless by their express terms they are given longer duration.
- (c) The Secretary shall keep returned ballots in a sealed box until the final return date, after which they shall all be opened and counted in the presents of the duly appointed Inspectors of Election, and one Nominating Committee member if any holds office.
- (d) Written ballots shall be counted in an area accessible and observable to at least twenty (20) members, and its time and place shall be posted in the window or public area of the Association Office at least three (3) days in advance.
- (e) The results of voting by written ballot shall be posted in the window or public area of the Association Office at least five (5) days prior to any Annual Meeting, and shall be made known contemporaneously to all nominees.
- (f) Terms of office of Directors elected by written ballot commence at the adjournment of the next Annual Meeting of members, or twenty (20) days after the date ballots must be received in order to be counted, whichever occurs first.

Section 4. Quorum and Approval by Ballot.

- (a) The presence in person or by proxy of ten percent (10%) of the Association members eligible to vote constitutes a quorum for transacting business at any meeting of the members.
- (b) Approval by written ballot is valid when the number of approvals equals or exceeds a majority of the ballot votes cast, and the number of ballot votes cast equals or exceeds ten percent (10%) of the membership eligible to vote.
- (c) Each eligible membership is entitled to one (1) vote.

Section 5. Special meetings.

- (a) Special meetings of members may be called at any time by the President, a majority of the Board of Directors, or not less than five percent (5%) of the members of the Association, to be held at a convenient place in Lake County, California.
- (b) Upon receipt of written request setting forth the purpose of proposed Special meeting, signed by the President, a majority of the Board of Directors, or the required number of eligible members, the Secretary shall fix a time and place for such meeting to be not less than thirty-five (35) nor more than ninety (90) days after receipt of the request. At least twenty (20) days prior to the date set for the meeting, the Secretary shall notify in writing all members

setting forth the purpose of the meeting, its place, date and time, by mail to the last addresses given the Secretary.

Section 6. Pursuant to its authority to create one or more committees composed of directors or non-directors or both, the board shall at each annual meeting of members appoint four (4) committees: Audit, Community Projects, Nominating and Social.

Nominating: The Nominating Committee will, at least ninety (90) days prior to each annual meeting, make every effort to nominate no fewer than two (2) people for each vacancy occurring and to be filled, and to nominate no fewer than two (2) non-directors per committee for selection by the directors to each of the Association's committees, or to fill a committee vacancy.

ARTICLE VI - DIRECTORS

Section 1. Subject to any limitations in these By-laws relating to action required to be approved by the members, the activities and affairs of the Association shall be conducted and all corporate powers shall be exercised by or under the direction of the board, composed of five (5) members, who shall serve staggered terms. Directors shall be elected for terms of two (2) years and shall serve until their successors are elected and qualified, and not be eligible for re-election after serving a 2 year term until they shall have not been a director for at least one (1) year. Persons elected as directors of the Association, or persons appointed to fill a vacancy on the board, may not be a director of either Mt. Konocti Mutual Water Company or Clear Lake Riviera Yacht & Golf Club.

Section 2.

- (a) The Board of Directors shall have the general management and control of the business and affairs of the Association and shall exercise any and all of the powers that may be exercised or performed by the Association under the law, the Articles of Incorporation and these By-laws and shall establish policies based on the budget.
- (b) The Board of Directors shall make and enforce such rules and regulations as they deem necessary, to accomplish or promote the objects and purposes of the Association and the best use of its property, assets and facilities.
- (c) The Board shall use its best efforts consistent with the prudent conduct of the Association's activities, to manage the Association's financial affairs within its budget. The Board shall report to the members by such means reasonably available to it, when the Board believes an action taken will reduce total income or increase total expenses by ten percent (10%) or more of the amounts projected in the budget.

Section 3. An organizational meeting of the Board of Directors shall be held immediately after each Annual Meeting, or if there is no Annual Meeting, their elections, and regular meetings shall be held at such other regular times and places as may be established by a majority of the Board. Special meetings may be called at any time by the President, a Vice-president, or any two (2) Directors at such times and places as shall be set forth in the notice thereof. At least twenty-four (24) hours' notice of such meeting shall be given to each Director, which notice may be given by telephone. The transaction of any meeting of the Board of Directors, however called and noticed and wherever held, shall be as valid as though it had been a meeting duly held after regular call and notice, if a quorum be present and if either before or after the meeting, each Director not present signs a written waiver of notice and/or a consent to

holding such a meeting or an approval of the minutes there of, which waiver, consent or approval shall be filed with the minutes of such meeting.

Section 4. A majority of the Directors shall constitute a quorum for the transaction of business, and a majority of such quorum shall determine any question except as otherwise provided by law, the Articles of Incorporation or these By-laws; provided, however, that if a quorum not be present, the majority of those Directors present may adjourn to such future time and place as they shall determine, notice of such adjournment to be given to each Director as herein provided for meetings of the Board of Directors.

Section 5. Any vacancy on the Board of Directors, may be filled by a majority vote of the directors then in office. The person chosen may be one whose name appeared as a nominee in the most recent election of Directors or someone nominated by any Association member. The Board may fill a vacancy by calling for a special election to choose a new Director. Directors thus appointed or elected to fill a vacancy shall hold office for the unexpired term of their predecessors.

Section 6. Subject to limitations of the Articles of Incorporation, these By-laws and The Nonprofit Mutual Benefit Corporation Law of California, and in addition to any powers therein granted, the Directors shall have the following specific powers, to wit:

First: To change the principal office for the transaction of the business of the Association from one location to another, within Lake County; to prescribe the forms of certificates of membership and to alter the form of the Association's seal and of such certificates from time to time as in their judgment they deem best, provided such seal and such certificates shall at all times comply with the provisions of law.

Second: To authorize the issuance of certificates of membership of the Association from time to time upon such terms as may be lawful.

Third: To make and enter into contracts for any legal purpose; to borrow money and incur indebtedness for the purposes of the Association and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities reasonably within terms of present budget.

Fourth: To appoint an Executive Committee and the committees described in ARTICLE V, Section 5 of these By-laws, and other committees at the Board's discretion, and to delegate to said committees powers and authority consistent with these By-laws and The Nonprofit Mutual Benefit Corporation Law of California.

Fifth: The Board may declare the office of any Director vacant if such Director fails to attend three (3) or more consecutive Board meetings or four (4) or more of any six (6) consecutive Board meetings during their term of office.

ARTICLE VII - OFFICERS

Section 1. The officers of the Association, who must be Directors, shall be a President, one or more Vice-presidents, a Secretary, and a Chief Financial Officer/Treasurer. Such officers shall be elected for a term of not more than one (1) year by the Board at its organizational meeting after the Annual Meeting of members or any adjournment thereof and shall serve until their successor is elected.

Section 2. The President shall be the executive head of the Association, and shall preside at all meetings of the Board of Directors and all meetings of the members. The President, together with the

Secretary shall sign all certificates of membership, contracts, deeds, bonds and other obligations of the Association and other instruments authorized by the Board of Directors.

Section 3. A Vice-president shall perform, in the absence of the President or in the event of the President's inability to act, the same duties and functions as are provided to be performed by the President. A Vice-president shall also perform the duties of the Secretary in the Secretary's absence or inability to act insofar as the same shall pertain to the calling of meetings of members or Directors.

Section 4. The Secretary shall be the custodian of all records and documents pertaining to the Association and its property and shall keep fair and correct minutes and records of all meetings of members and of the Board of Directors. The Secretary shall sign with the President where appropriate all certificates of membership, contracts, deeds, bonds, and other obligations of the Association, and other instruments authorized by the Board of Directors. The Secretary shall give notice of all meetings of members of the Association and of the Board of Directors as set forth in these By-laws. If, at any meeting of the members of the Board of Directors, the Secretary shall be absent or unable to perform his duties, the President shall appoint a Secretary protem.

Section 5. The Chief Financial Officer/Treasurer, subject to such limitations, controls and delegations as may be imposed by the Board, shall:

(a) receive or cause to be received, into the Company Account, all monies, securities, valuable papers and other assets belonging to the Company for safekeeping.

(b) disburse or cause to be disbursed all checks, drafts, and other orders for disbursement of its funds, including any notes, as directed by the Board of Directors of the Company, in compliance with established budgets. All checks require the signature of the Treasurer and one (1) other Board member or any two (2) Board members designated by him.

(c) provide and maintain full and complete records of all the assets and liabilities of this Association in accordance with forms and procedures prescribed in California Corporations Code Section 1501.

(d) within fifteen (15) days after the close of each month, prepare and submit to the Board a financial statement showing the condition of this Association as of the end of the month, including a summary of delinquent accounts. He shall promptly post a copy of such statement in a conspicuous place in the office where it will remain until replaced by the financial statement for the next succeeding month. The financial statement shall include a fiscal year cumulative column in addition to the monthly column.

(e) perform such other duties as customarily pertain to the office of Treasurer or as he may be directed to perform by resolution of the Board.

(f) prepare and deliver to the Secretary a financial statement for the nine month period ended March 31 of the current year, and other necessary financial material for the annual meeting mailing including a proposed annual budget for the next succeeding fiscal year commencing July 1.

Section 6. The Board of Directors may appoint, employ, terminate, discharge, fix the compensation and provide for the duties and powers of such officers, agents and employees, as in the judgment of the Directors shall be advisable, subject to the requirements and provisions of this ARTICLE VII, and two (2) or more of any officers, agents or employees may be combined in one

person, except the office of the President and Secretary. Any officer of this Association shall perform and discharge such duties, other than those enumerated in this ARTICLE VII, as the Board of Directors may from time to time require.

Section 7. Any officer may be removed as such by the Board of Directors at any properly called meeting, for any reason they deem sufficient.

ARTICLE VIII - CHARGES AND ASSESSMENTS, and the BUDGET

Section 1. For the purpose of securing funds to meet the capital outlays, operating expenses and other expenditures required to accomplish the objects and purposes authorized in ARTICLE II of these By-laws, the Association shall levy charges and assessments as it may from time to time fix against each and every lot at Clear Lake Riviera as set forth in this ARTICLE VIII. The authority to levy such charges and assessments upon lots at Clear Lake Riviera is granted to the Association by Clear Lake Riviera, Inc., as owner and developer, as part of the declarations of conditions and restrictions imposed from time to time upon the respective subdivisions comprising Clear Lake Riviera and recorded in the Office of the County Recorder of Lake County, California. The validity of such charges and assessments against individual lots shall in no event be dependent upon the authority of the Association to determine and levy such charges and assessments against all of such lots that may at any time exist at Clear Lake Riviera but such charges and assessments shall be valid to the extent that such authority has been granted to the Association.

Section 2. Each owner of a lot or lots at Clear Lake Riviera shall, by the acceptance of a deed for such lot or lots or by the signing of a contract of agreement to purchase the same, whether from Clear Lake Riviera, Inc., or a subsequent owner of such lot or lots, bind himself, his heirs, personal representatives and assigns to pay all such charges and assessments as shall be determined and levied upon such lot or lots, including late fees and interest on such charges and assessments and collection costs thereof, if any including attorney's fees, and the obligation to pay such charges, assessments, interests and costs thereby constitutes an obligation running with the land. The amount of such fees and the rate of interest are specified in the 'Association Assessment Collection Policy' published annually.

Section 3. Such charges and assessments shall constitute liens on the affected lots. Such lien or liens also cover interest on such charges and assessments, collection costs, if any, including attorney's fees, and late fees. Such liens shall be superior to any and all other liens (except as provided in Section 8 hereof) at any time levied or imposed upon such lots. The Association will mail a copy of such liens to all record owners of the property as required by California Civil Code, Section 2924, Association collection action complies with the applicable provisions of the Davis-Sterling Common Interest Development Act, California Civil Code Section 1350, et seq.

Section 4. Charges and assessments shall be determined and levied in equal proportions against each and every lot which is subject to such charges and assessments at the time such determination is made.

Section 5. The total of all charges and assessments authorized by the Association shall not exceed the maximum permitted by, law and shall be imposed per lot for the twelve (12) month fiscal year beginning July 1st through June 30th. The charges and assessments for any fiscal year adopted by resolution of the Board of Directors shall not be more than twenty percent (20%) greater than the

charges for the preceding fiscal year. An increase greater than 20% may be established if approved by a majority of the members' written ballots, or by a majority of members and/or proxies present at any meeting of the members duly called and noticed, wherein the establishment of such greater charges and assessments is specifically calendared for the agenda of such meeting. Such greater charges and assessments, so established, shall then be adopted by resolution of the Board of Directors.

Section 6. The Secretary shall mail or deliver to each member of the Association written notice of each charge or assessment and of the time and manner of paying the same, at least one (1) month prior to the time such charge or assessment shall become due and payable. Notice mailed to the last address given the Secretary of the Association by such member shall be sufficient. If a charge or assessment is made payable on a monthly or other installment basis, notice shall be mailed or delivered upon the initial levy of the charge or assessment but additional notices need not be sent as the individual installments thereof fall due.

Section 7. All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that by the acceptance of a deed for any lot or lots or by the signing of a contract or agreement to purchase the same, whether from Clear Lake Riviera, Inc., or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and of homestead in such lot or lots with respect to foreclosure of such liens. No proceedings for foreclosure of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien or liens becomes due and payable.

Section 8. Liens of first mortgages and/or first trust deeds placed upon any of said residential lots for the purpose of constructing a residence or other improvement thereon, which are recorded in accordance with the laws of the State of California, shall be, from the date of the recordation of such, superior to any and all such liens provided for herein.

Section 9. Title to any residential lot acquired under or by virtue of a proceeding for the enforcement of any lien or liability under these By-laws shall always be subject to all of the reservations, limitations, restrictions, covenants and conditions imposed upon said lot by contract of sale or deed from Clear Lake Riviera, Inc. or by declaration of Clear Lake Riviera, Inc., or the Association or by these By-laws.

Section 10. The Budget.

- a. The budget for the coming fiscal year shall be presented to the membership for ratification and approval. Approval of the budget by the membership constitutes the members' organizational policy directives to the Board of Directors for the coming year.
- b. Should the membership not approve the proposed budget, the Board of Directors shall direct the Association's operation within the authorized dues structure as frugally and prudently as possible, and a new budget shall be submitted to a vote of the membership at the earliest date possible, but not later than four (4) months after the start of the fiscal year.

ARTICLE IX - DISSOLUTION

In the event of the dissolution of the Association, all members in good standing shall receive their pro-rata share of the Association property and assets after all the Association's debts and liabilities have been paid or provided for.

ARTICLE X - NOTICE

Any notice required to be given pursuant to these By-laws shall be a written notice, unless otherwise specifically provided herein. Such written notice may be given by depositing the same in the United States mail in an envelope, postage prepaid, addressed to the recipient at his last known address, and the time when the same shall be mailed shall be deemed the time of giving such notice. A written waiver of any notice, signed before or after the time stated in such waiver for holding a meeting, or attendance at a meeting, shall be deemed equivalent to notice thereof required to be given by these By-laws.

ARTICLE XI - AMENDING OR REPEALING BY-LAWS

New by-laws may be adopted or these By-laws amended or repealed by the members only.

ARTICLE XII - ENFORCEMENT OF RESTRICTIONS

When reviewing and/or determining whether one of the provisions contained in its governing documents, (including without limitation the Declaration of Restrictions, Conditions, Covenants, Agreements and Charges of the Clear Lake Riviera Subdivision) has been violated such that the enforcement of said provision should be pursued by the Association, the Association shall follow the procedure set forth below.

Upon notice of a suspected violation, the Architectural Control and Planning Committee (the "Committee") shall request the Association's representative to communicate in writing to the subject lot owner identifying the alleged violation or violations and requesting the property owner to either comply with applicable provisions or standards or provide the BOARD with a written statement denying the violation or explaining why no corrective action or compliance is needed. The owner shall have thirty days from service of said written notice of violation to comply or respond.

Should no compliance or satisfactory response be forthcoming within the applicable time period, the Association's representative shall deliver (or cause the Association's attorney to deliver) a second written warning to the subject lot owner that, should compliance or a satisfactory response not be forthcoming within 15 days, legal action may be instituted to enforce the applicable provisions and that additional attorneys' fees might be awarded to the Association. Should no such compliance or satisfactory response to the second warning be forthcoming, legal action may be commenced at the Board's discretion after 60 days have passed from the service of the original notice of violation.

At any time during the above described 60 day period, the subject lot owner may request alternative dispute resolution according to C.C. 1354 or a hearing before the Board which meeting shall be convened at the Board's earliest convenience. At that meeting the owner of the subject property may appear in person, or by legal counsel at his or her expense, and present evidence in support of

himself or herself against the matters resulting in the notice of violation. The Board's decision shall be final.

CERTIFICATE of SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION, a nonprofit corporation organized under the Nonprofit Mutual Benefit Corporation Law of California.

2. That the foregoing By-laws, comprising seven (7) pages, excluding this page, constitute the By-laws of said corporation, that were adopted by the membership in a duly held election on April 29, 1983 and reported on by the Inspector of Election on May 2, 1983 and amended in a duly held election and reported on by Inspectors of Election on June 22, 1991. Amended three additional times in duly held elections and reported by the Inspectors of Election on June 17, 1995, June 20, 1996 and June 20, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this _____ 19__.

Secretary,

/s/ Rhoda Spero

Seal

ARTICLES OF INCORPORATION OF CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION