

BYLAWS
OF
OCEAN VIEW FARMS, INC.

AMENDED _____

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**BYLAWS
OF
OCEAN VIEW FARMS, INC.,**

**A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
(AMENDED _____)**

ARTICLE I

OFFICES

SECTION 1.01 PRINCIPAL OFFICE

The principal office for the transaction of the business of the Corporation (principal executive office) is at 3321 Grand View Boulevard, Los Angeles, California 90066; Mailing Address is: P.O. Box 66534, Los Angeles, CA 90066. The Board of Directors by resolution may at any time change the principal office from one location to another within the city of Los Angeles, County of Los Angeles, State of California. Any change of this location shall be noted by the Recording Secretary on these Bylaws opposite this section, or this section may be amended to state the new location.

SECTION 1.02 OTHER OFFICES

The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to transact business.

ARTICLE II

OBJECTIVES AND PURPOSES

SECTION 2.01 GENERAL PURPOSE

The general purpose for which this Corporation is organized is to engage in any lawful act or activity for which a Corporation may be organized under the Nonprofit Public Benefit Corporation Law of California. However, nothing in this Article II shall be construed to authorize this Corporation to carry on any activity for the profit of its officers, directors, members, or other persons, or to distribute any gains, profits, or dividends to any of its officers, directors, members, or other persons as such. Furthermore, nothing in this Article shall be construed as allowing the Corporation to engage in any activity forbidden under Section 503 (c) (3) of the Internal Revenue Code of 1986, as amended.

SECTION 2.02 SPECIFIC PURPOSE

The specific purposes of this Corporation are charitable and educational meeting the requirements for exemption provided by Section 23701 (d) of the California Revenue and Taxation Code, and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, namely to provide the surrounding urban community a place to garden, to promote and practice organic gardening techniques providing education and guidance to members in the growing of plants, recycling of waste through composting, and maintenance of a green space within the community. The Corporation encourages members' participation in gardening activities that benefit the community, and encourages growing plants for food, flower, and beautification to be used by the memberships or members' use in donations to charities, and not for sale or commercial purposes.

ARTICLE III

NONPARTISAN ACTIVITIES

This Corporation is a nonprofit public benefit Corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. This Corporation shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

ARTICLE IV

DEDICATION OF ASSETS

SECTION 4.01 GENERAL DEDICATION

The property of this Corporation is irrevocably dedicated to charitable and educational purposes. No part of the Corporation's net earnings or assets shall ever inure to the benefit of any director, officer or member of this Corporation or to the benefit of any private individual whatsoever, except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes.

SECTION 4.02 DEDICATION UPON DISSOLUTION

Upon the dissolution or winding up of this Corporation, after paying or adequately providing for the debts and obligations thereof, any remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or any corresponding provisions of any previous or future United States Internal Revenue Law).

ARTICLE V

DIRECTORS

SECTION 5.01 POWERS

5.01(a) Voting and other rights. Any action that would, by operation of law or otherwise, require a vote of members shall also require a vote of the directors. All rights that would, by operation of law or otherwise, vest in the members shall vest in the directors. A directorship may be held by more than one individual or a group of individuals; however, if any directorship is held by more than one individual, then that Directorship shall only be entitled to one vote on the Board.

5.01(b) Corporate Powers. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, the Corporation's business and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may comprise also the elected officers. Without prejudice to these general powers, and subject to the same limitations, the directors shall have the power to the following:

(i) Select and remove all agents and independent contractors of the Corporation; prescribe any powers and duties for them that are consistent with provisions of law, with the Articles of Incorporation and with these Bylaws.

(ii) Conduct, manage, and control the Corporation's affairs and business, set membership fees and assessments subject to ratification by the general membership (as provided in Article VIII of these Bylaws), and make, revise and enforce the Rules and Regulations of the Corporation that are consistent with provisions of law, the Articles of Incorporation, these Bylaws, and that would contribute to the smooth and satisfactory operation of the Corporation;

(iii) Ensure that the Articles of Incorporation and these Bylaws are enforced;

(iv) Change the principal executive office in the City of Los Angeles, County of Los Angeles, State of California from one location to another, and designate any place within the City of Los Angeles, County of Los Angeles, State of California for the holding of any meeting or meetings, including annual meetings;

(v) Adopt, make, use, and at will alter a corporate seal;

(vi) Set meetings at least once every sixty (60) days to carry on the routine affairs of the Corporation;

(vii) Approve the payment of bills incurred for the Corporation's budgeted expenses without Membership approval;

(viii) Spend monies for the benefit of the Corporation above the payment of routine budgeted bills to the extent of One Thousand Dollars (\$1,000) for any unbudgeted expenditure with Board approval; such unbudgeted expenditures shall not exceed Two Thousand Five Hundred Dollars (\$2,500) cumulatively per calendar year. The Board, at its discretion, may authorize individual officers to act on its behalf in making these expenditures;

(ix) Spend monies for the Corporation's benefit above the routine budgeted bills to the extent of Two Thousand Five Hundred Dollars (\$2,500) for any unbudgeted expenditure after the membership's ratification at the next general meeting of members. Such unbudgeted expenditures shall not exceed Five Thousand Dollars (\$5,000) cumulatively per calendar year. The ratification of the membership shall be by a majority vote of those members attending the next general meeting of members.

(x) Spend monies for the Corporation's benefit above routine budgeted bills in excess of Two Thousand Five Hundred Dollars (\$2,500) for any unbudgeted expenditures after the membership's ratification at the next general meeting of members. The ratification of the membership shall be by 2/3 vote of those members attending the next general meeting of members. Any unbudgeted expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500.00) requires that notice be given, pursuant to the provisions of Official Notices under this Article VIII. Any unbudgeted non-routine projects of the Corporation in excess of Two Thousand Five Hundred Dollars (\$2,500) shall be approved by written ballot.

(xi) Spend monies up to One Thousand Dollars (\$1,000) for a maintenance emergency at the Garden Property with the consent of three (3) Board members, two of whom shall be the Chair and Treasurer, and one other director;

(xii) Establish a petty cash fund of One Hundred Dollars (\$100), for the cash payment of authorized expenditures that shall be documented by receipts, which fund may be administered by the Treasurer or another officer delegated by the Board;

(xiii) Initiate all correspondence on behalf of the Corporation using the Corporation's letterhead, logo, or any adaptation thereof;

(xiv) Take any necessary and appropriate action ensuring discipline, peace, and harmony between members so that good conduct and civil procedure prevail in the Corporation's business; and

(xv) Prepare the annual budget, to be submitted to the membership for approval at the annual meeting of members, by February 15 of each calendar year.

SECTION 5.02 NUMBERS AND QUALIFICATION OF DIRECTORS.

The authorized number of directors shall be no less than five (5) nor more than nineteen (19), the exact number to be fixed from time to time by a majority of the then authorized and acting directors. No reduction of the authorized number of directors shall have the effect of removing any director before the expiration of such director's term of office, unless a director is affirmatively removed as hereinafter provided.

SECTION 5.03 ELECTIONS AND TERM OF OFFICE OF DIRECTORS.

The initial Board shall be the present Board elected at Ocean View Farms' 1996 and 1997 general meetings of members for electing directors and officers. Ocean View Farms, an unincorporated association, is this Corporation's predecessor in interest. The initial Board shall serve until the expiration of the respective two (2) year term for which they were elected. Each subsequent director of this Corporation shall be elected for a term of two (2) years. However, the incumbent Board shall serve in an advisory capacity until August 1 of the election year, providing an overlap to promote a smooth transition. The election process for directors shall be the same as for officers, pursuant to Article VII of these Bylaws. Each director, including a director elected to fill a vacancy or elected at a special meeting, shall hold office until a successor has been elected.

SECTION 5.04 VACANCIES.

5.04(a) Events causing vacancy. A vacancy or vacancies in the Board shall be deemed to exist on the occurrence of the following: (i) the death or resignation of any director; (ii) the declaration by the Boards' resolution of a vacancy of the office of the director who has been declared of unsound mind by a final order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under the California Nonprofit Public Benefit Corporation Law, (iii) the votes of removal of a director taken by a vote by a two thirds (2/3) majority of those present a general or special meeting of members; (iv) an increase in the authorized number of directors; (v) the failure to elect the number of directors to be elected at a meeting at which any director or directors are to be elected or (vi) failure of a director to attend at least three board meetings in a calendar year.

5.04(b) Resignations. Except as provided in this paragraph, any director may resign, which resignation shall be effective on giving written notice to the Chair, the Recording Secretary, or the Board, unless the notice specifies a later time for the resignation to become effective. If the resignation of a director is effective in the future, the Board may elect a successor to take office as of the date when the resignation becomes effective. No director may resign if the Corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General of the State of California.

5.04(c) Vacancies filled by Directors. If a vacancy is created by any event, the Chair with an affirmative vote of a majority of the remaining directors then in office may appoint a new director to serve until the expiration of the term of that office. If vacancies occur in a majority or more of the Board, a special election shall be called by the Board and all of the procedures outlined below in Article VI for the election of officers shall be followed.

5.04(d) No Vacancy on Reduction of Number of Directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

5.04(e) Restriction on interested directors. Not more than 49% of the persons serving on the Board, any time may be interested persons. An interested person is (i) any person being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part time employee, independent contractor or otherwise; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforcement of any transaction entered by the Corporation.

SECTION 5.05 PLACE OF MEETINGS.

5.05(a) Regular Meetings. Regular meetings of the Board may be held at any place within the County of Los Angeles, the State of California designated from time to time by resolution of the Board. In the absence of such designation, regular meetings shall be held at the principal executive office of the Corporation. The Board may move to executive session at anytime and close the meeting to non-Board members upon a majority vote of the attending Board members.

5.05(b) Special Meetings. Special meetings of the Board shall be held at any place within the County of Los Angeles, the State of California designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the Corporation. The Board may move to executive session at anytime and close the meeting to non-Board members upon a majority vote of the attending Board members.

5.05(c) General Requirements. Notwithstanding the above provisions of this Section 5.05, a regular or special meeting of the Board may be held at any place consented to in writing by all board members, either before or after the meeting. If board members give their written consents, they shall be filed with the minutes of the meeting.

SECTION 5.06 ANNUAL MEETING

The annual board meeting shall be held for organization and the transaction of business. The annual board meeting shall be held every year during the month of November. Notice of this meeting shall not be required. The annual board meeting shall be considered a regular meeting of the Board.

SECTION 5.07 OTHER REGULAR MEETINGS

Other regular meetings of the Board shall be held without call at least once every sixty (60) days. These meetings shall be open to all members of the Corporation. A member with a specific reason or cause for addressing the Board shall submit to the Chair a written outline of his or her business at least three days before the meeting.

SECTION 5.08 SPECIAL MEETING

5.08(a) Authority to call Special meetings of the Board for any purpose may be called any time by the Chair, the President or Vice Chair if any, the Recording Secretary or any two directors.

5.08(b) Notice

(i) Manner of giving Notice. Notice of the time and place of meetings shall be given to each director by one of the following methods: (a) by personal delivery or written notice; (b) by first class mail, postage paid; (c) by telephone, facsimile or electronic mail, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director. All such notices shall be given or sent to the director utilizing the contact information provided by the director as shown on the records of the Corporation. In addition, notice of the time and place of meetings shall be posted on the Main Bulletin Board seven (7) days before the meeting.

(ii) Time requirements. Meeting notices sent by first class mail shall be deposited into a United States mail box at least seven (7) days before the time set for the meeting. Meeting notices given by personal delivery, telephone or electronic mail shall be delivered, telephoned or sent at least seven (7) days before the time set for the meeting.

(iii) Notice contents. The notice shall state the time, place, and purpose for the meeting. It need not specify the place of the meeting if it is to be held at the principal executive office of the Corporation.

SECTION 5.09 QUORUM

A majority of eight (8) authorized numbers of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 5.11. Every act done or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of law or the Articles of Incorporation, especially those provisions of the California Nonprofit Public Benefit Corporation Law relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

SECTION 5.10 WAIVER OF NOTICE

The transactions of any special meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum is present, and either before or after the special meeting, each director not present signs a written waiver of notice, a consent to holding the special meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the special meeting. All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the special meeting. Notice of a special meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 5.11 ADJOURNMENTS

A majority of the Directors present, whether or not forming a quorum, may adjourn any meeting to another time and place.

SECTION 5.12 NOTICE OF ADJOURNMENT

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

SECTION 5.13 ACTION WITHOUT MEETING

Any action required or allowed to be taken by the Board may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Written consent may be transmitted by electronic mail. The action should be noted in the minutes of the next Board meeting.

SECTION 5.14 CONDUCT OF MEETINGS

5.14(a) Meetings of the Board shall be presided over by the Chair or in his or her absence, the President or Vice Chair if any, or in his or her absence, the Garden Master, or in his or her absence, then a Phase Representative to be designated by a vote of the majority of Phase Representatives present at the meeting, or in the absence of each of these persons, by a Chair pro tempore chosen by a majority of the directors present at the

meeting. The Recording Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

5.14(b) Meetings shall be governed by parliamentary procedure, as such rules may be revised from time to time, in so far as such rules are not inconsistent with or conflict with these Bylaws, with the Articles of Incorporation, or with provisions of law. On questions of procedure that are not covered by those provisions prescribed above, a ruling by the Chair shall prevail.

SECTION 5.15 NO LIABILITY OF DIRECTORS

No director shall be personally liable for the debts, liabilities, or obligations of this Corporation.

ARTICLE VI

COMMITTEES

SECTION 6.01 COMMITTEES OF DIRECTORS.

6.01(a) The Board may, by resolution adopted by a majority of the directors then in office, designate one or more standing and ad hoc committees, including an executive committee, each consisting of one or more directors, to serve at the pleasure of the Board. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of board resolution, may

(i) Take any final action on matters that, under the California Nonprofit Public Benefit Corporation Law, also requires members' approval or approval of a majority of all the members;

(ii) Fill vacancies on the Board or in any committee that has the authority of the Board;

(iii) Fix compensation of the directors for serving on the board or on any committee;

(iv) Amend or repeal Bylaws or adopt new Bylaws;

(v) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repeatable;

(vi) Appoint any other committees of the Board or the members of these committees;

(vii) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected;

6.01(b) The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the Board, with a majority vote of the Board at any meeting of the Board.

SECTION 6.02 MEETINGS AND ACTION OF COMMITTEES

Meetings and committee actions shall be governed by, and held and taken according to, the provisions of Article V of these Bylaws, concerning directors meetings, with such changes in those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the time for regular meetings of committees may be decided either by a board resolution or by a committee resolution, and that special meetings of committees may also be called by a Board resolution or by a committee resolution. No notice of committee meetings is required, except that: notice of special meetings of committees shall also be given to all alternate members of the committee, who shall have the right to attend all meetings of the committee. Committee

meetings shall be open only to committee members except that other members and guests may attend by invitation only. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

SECTION 6.03 NOMINATING COMMITTEE

The incumbent Chair shall appoint a Nominating Committee at least twenty-one (21) days before the annual meeting of members, which date shall be the second Saturday in April of each year. The appointment of the Nominating Committee and its Chairperson shall be with the approval of the majority of the Board that constitutes a quorum. The Nominating Committee shall obtain a slate of candidates and shall post said slate on the Main Bulletin Board fourteen (14) days before the annual meeting of members. The slate shall remain posted until the election is held.

SECTION 6.04 ARBITRATION ADVISORY COMMITTEE.

6.04(a) Purposes, Appointment, and Notices. The Arbitration Advisory Committee's purposes are: (i) to resolve disputes between members that they themselves cannot resolve with or without the assistance of Phase Representatives, and disputes between members and the Corporation; and (ii) to determine the nonrenewal or termination of a member's membership, after the aggrieved member is given proper notice and an opportunity to be heard, as provided in Article VIII of these Bylaws. The Chair with the Board's approval shall appoint an Arbitration Advisory Committee that shall be composed of at least five (5) Voting Members in good standing, one of whom shall serve as the Arbitration Facilitator. The names of the members serving on the Arbitration Advisory Committee shall be posted on the Main Bulletin Board.

6.04(b) Arbitration Facilitator. Except as otherwise provided in these Bylaws, the Arbitration Facilitator sets the date for the arbitration. The Arbitration Facilitator shall select three (3) arbitrators from the Committee to conduct the arbitration following the receipt of an arbitration request.

6.04(c) Disputes Between Members. In cases involving disputes between members, no arbitrator shall be a Phase Representative of any of the disputants. Each disputant may, if he or she desires, dismiss one arbitrator and select a replacement from the Arbitration Advisory Committee.

6.04(d) Nonrenewal or Termination of Membership. In cases involving nonrenewal or termination of member(s), the aggrieved member may, if he or she desires, dismiss one arbitrator and select a replacement from the Arbitration Advisory Committee. The Chair shall appoint a representative to present the Corporation's case if the responsible Phase Representative is not available.

6.04(e) Removal The Arbitration Facilitator or an arbitrator may be removed from the Arbitration Advisory Committee only at his or her request or by a two thirds (2/3) majority vote of the Board

6.04(f) Finality of Arbitration Decision. The decision of the Arbitration Advisory Committee shall be final, binding, and with no further recourse by the member.

SECTION 6.05 QUORUM RULES FOR COMMITTEE

A majority of the authorized committee members shall constitute a quorum for the transaction of committee business, except to adjourn. A majority of the committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the committee, subject to the provisions of the California Nonprofit Corporation Law, including without limitation those provisions relating to (i) creation of, or appointment to, committees of the Board, and (ii) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of committee members, if any action taken is approved by a majority of the required quorum for that meeting

ARTICLE VII

OFFICERS

SECTION 7.01 OFFICERS

The officers of this Corporation, who shall be members of the Board, shall be the Chair who shall also be designated the President, unless a President is otherwise specified, a Recording Secretary, a Chief Financial Officer who shall be designated the Treasurer, the Garden Master, Nine (9) Phase Representatives, the Independent Project Monitor, the Membership Secretary, and the Education Chair. Other officers of the Corporation may be either a Vice Chair or President and such other subordinate officers as may be appointed according to the provisions of this Article.

SECTION 7.02 OFFICERS' ELECTION AND TERM OF OFFICE

Officers shall be elected and hold office as follows:

7.02(a) The incumbent Chair, with the concurrence of the majority of the directors consisting a quorum, shall appoint a Nominating Committee pursuant to the provisions of Section 6.03. The Nominating Committee shall procure a slate of candidates and shall post the slate of candidates pursuant to the provisions of Section 6.03 of Article VI.

7.02(b) Officers shall be elected for a two-year term. The election of officers shall be on the second Saturday of April of each year at the general meeting of members for electing officers and directors. The election of officers shall be by written ballot if there are opposing candidates. If the candidates are unopposed, the slate of candidates may be affirmed by a show of hands of members at the general meeting of members for electing directors and officers. Only members who have a plot in the subject phase may vote for the Phase Representative of that phase.

7.02(c) The election of officers shall be bifurcated as follows:

(i) In even numbered years, the Chair, Treasurer, Recording Secretary, Education Chair, and five (middle and lower) Phase Representatives shall be elected.

(ii) In odd numbered years, the President, or Vice Chair if any, Garden Master, Membership Secretary, Independent Project Monitor, and the other four (upper) Phase Representatives, shall be elected.

(iii) Any office may be filled by an individual member, or by a group of members elected by the membership, and the responsibilities of the office shared by the members of that group. If an office is held by a group, the group shall be entitled to only one vote at Board meetings.

(iv) If any office is held by more than one person then one half (1/2) or the majority of those persons shall be elected in an even numbered year and the remaining half in an odd number year.

(v) When a member cannot be at an election meeting he or she may submit a letter to the Chair or email to a designated email address, casting one vote for each office on the ballot and only casting votes for those Phase Representative candidates who are on the ballot for the member's Phase. The member's absentee vote shall be counted by the Chair of the Nominating Committee at the general meeting of members for electing directors and officers.

(vi) Members may write in any candidate at the time of the election. Write in candidates shall have the option to decline the office before the election begins or after the results are announced.

(vii) Additional candidates may be nominated from the floor at the general meeting of members for purposes of electing directors and officers; however, that candidate must be physically present to accept the nomination from the floor. Any member may submit their name for election to the Board and/or office fifteen (15) days prior to the election, by submitting their name to the Chair or Nominating Committee.

(viii) The votes shall be counted and the results of the voting shall be announced by the Chair before the end of the general meeting and the Chair shall post the results of the election within seven (7) calendar days thereof.

(ix) In the event there is a tie vote for any office, a run-off election shall be held at the next regularly scheduled general membership meeting.

(x) A special election shall be called by the Board should vacancies occur in a majority or more of the offices. In such an event, all of the procedures outlined above for the election of officers shall be followed.

7.02(d) The Corporation's initial officers shall be the officers elected at Ocean View Farms' 1996 and 1997 general meeting of members for electing directors and officers. Ocean View Farms, an unincorporated association, is this Corporation's predecessor in interest. The initial officers of this Corporation shall serve until the expiration of the two-year term from which elected. Each subsequent officer of this Corporation shall be elected to serve a term of two (2) years. However, incumbent officers shall act in an advisory capacity until August 1 of the election year, providing an overlap to promote a smooth transition. Each officer, including an officer elected to fill a vacancy or elected at a special meeting, shall hold office until a successor has been elected.

7.02(e) After one year, a household is obligated to make one of its members available to be nominated as a candidate for an elective office or to serve on a committee established by the Chair. However, a member may serve in an elective office before having been a member for one year.

SECTION 7.03 SUBORDINATE OFFICERS

The Board may appoint, and may authorize the Chair or another officer to appoint, any other Officers that the business of this Corporation may require, each of whom shall have the title, hold office for the period appointed, have such authority and duties specified in these Bylaws or as determined from time to time by the Board.

SECTION 7.04 REMOVAL OF OFFICERS

A vote may be taken by written ballot to remove an officer at a general or special meeting of members. An officer may be removed for abuse or violation of existing Bylaws, Rules and Regulations, or provisions of law. The affected officer must be advised of said voting to remove him or her from office by mail at least ten (10) calendar days in advance. A quorum must be present and the motion to remove said officer must carry by a two thirds majority of those present at the meeting.

SECTION 7.05 RESIGNATION OF OFFICERS

The resignation of any officer is governed by Section 5.04(b) of Article V above.

SECTION 7.06 VACANCIES IN OFFICES

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled only in the manner prescribed in Section 5.04 of Article V of these Bylaws for regular appointments to that office.

SECTION 7.07 RESPONSIBILITIES OF OFFICERS

7.07(a) Chair. The Chair shall preside at Board meetings and membership meetings, and exercise and perform such powers and duties as may be from time to time assigned to him or her by the Board or prescribed by these Bylaws. If there is no President, the Chair, in addition, shall be the chief executive officer of this Corporation and shall have the powers and duties as specified below in this section of these Bylaws.

7.07(b) President and Vice Chair. Subject to such supervisory powers as may be given by the Board to the Chair, the President, if any, shall be the chief executive officer of this Corporation and shall, subject to the control of the Board, generally supervise, direct and control the business and the officers of the Corporation. He or she shall preside, in the absence of the Chair at all meetings of the Board. He shall have other powers and duties as may be prescribed by the Board or by these Bylaws, including but not limited to the following:

(i) Be the Corporation's official representative to government agencies and all other entities.

(ii) Assist all other officers, if necessary, in the performance of their duties, including, in extenuating circumstances, issuing citations.

(iii) Appoint members to monitor specific tasks (e.g., gate closing) and lend the authority of the Chair to that function.

(iv) Appoint, with the concurrence of the Board, any member to temporarily fill any unexpired terms of office.

7.07(c) Vice Chair. In the absence or disability of the Chair, the Vice Chair, shall perform all the duties of the Chair. When so acting, the Vice Chair shall have all the powers of, and be subject to all restrictions upon, the Chair. The Vice Chair shall assist the Chair whenever necessary and he or she shall have other powers and perform other duties as from time to time may be prescribed for the Vice Chair respectively by the officers or by these Bylaws.

7.07(d) Recording Secretary. The Recording Secretary shall attend to the following.

(i) Book of minutes. The Recording Secretary shall keep or cause to be kept, at the principal executive office or other place as the Board may direct, a book of minutes of all meetings and actions of directors, committees of directors and members with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the number of those present and names of those present at such meetings, and the proceedings of such meetings, including the Treasurer's report of expenditures, if any. The Recording Secretary shall post the minutes of each meeting of the Board or members within 14 calendar days prior to the next meeting and leave the minutes posted until the next meeting. The Recording Secretary shall provide copies of the minutes of Board meetings to the directors.

(ii) Membership records. The Recording Secretary shall keep, or cause to be kept, at the principal executive office, as determined by resolution of the Board, a record of the Corporation's directors, showing the names of all directors and their addresses.

(iii) Notices, seal and other duties. The Recording Secretary shall give, or cause to be given, notice of all meetings of the Board required by these Bylaws. The Recording Secretary shall keep the seal, the organizational records, both past and present, of this Corporation in safe custody, and transfer all such records and seal to his or her successor immediately upon the expiration of the Recording Secretary's term. The Recording Secretary may delegate his or her duties to one or more assistants of his or her choosing from the membership with the Board's consent. The Recording Secretary shall have other powers and other duties as may be prescribed by the Board or by these Bylaws. If for any reason the Recording Secretary shall fail to give notice of any special meeting of the Board called by one or more of the persons identified in Section 5.08(a), then any such person or persons may give notice of any such special meeting.

7.07(e) Treasurer. The Treasurer shall attend to the following:

(i) Books of account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of this Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books of account shall be open to inspection by any director at all reasonable times. The Treasurer shall render to the membership at each general meeting of the membership a complete report of his or her transactions as Treasurer and of the financial condition of this Corporation.

(ii) Retrieval of Mail: Financial Materials. At least once a week, the Treasurer, or a designated Board Member, shall retrieve all financial materials (e.g., checks) from the Corporation's Post Office Box.

(iii) Deposit and disbursement of money and valuables. Within fourteen (14) days of the Treasurer's receipt, the Treasurer shall deposit all monies and other valuables in the name and to the credit of this Corporation with such federally insured depositories as may be designated by the Board. The Treasurer shall invest any excess funds in such interest-bearing accounts of federally insured depositories as may be designated by the Board. The Treasurer shall disburse the funds of this Corporation for the timely and proper payment of all valid liabilities as may be ordered by the Board with the signatures of two (2) of the three (3) following board members: Treasurer, Chair, and Garden Master. The Treasurer shall have other powers and other duties as may be prescribed by the Board or by these Bylaws.

(iv) Annual Financial Report. The Treasurer shall submit to the Board and to members a current written annual financial report of the Corporation by February 15 of each year. The Treasurer shall post the annual financial report on the Main Bulletin Board.

(v) Bond. If required by the Board, the Treasurer shall give this Corporation a bond, payable by the Corporation, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his or her office and for restoration to this Corporation of all its books, papers, vouchers, money and other property of every kind in the possession or under the control of the Treasurer on his or her death resignation, retirement, or removal from office.

7.07(f) Garden Master. The Garden Master shall attend to the following matters:

(i) Oversee the Garden Property, including overseeing activities and operational functions (e.g., plumbing, orchard maintenance, etc.) at the Garden Property. The Garden Master shall advise the Board of necessary maintenance, community projects or improvements to the Garden Property.

(ii) Consult with the Board before undertaking any major project on the Garden Property.

(iii) Oversee activities of the Phase Representatives and assist the Phase Representatives in their duties and problems.

(iv) Provide Work Day sign-up sheets following each Work Day to a designated individual for Members' Community Hour tabulations.

7.07(g) Phase Representatives. The Phase Representatives shall attend to the following matters:

(i) Assign plots to Members according to the Corporation's plot assignment policy, as prescribed by these Bylaws and the Rules and Regulations.

(ii) Attempt to resolve amicably any problems that may arise in his or her assigned area according to these Bylaws and the Rules and Regulations. The Phase Representatives are authorized to issue citations to members who fail to maintain his or her plot(s) according to these Bylaws and the Rules and Regulations; and he or she shall maintain a record of such citations for the Corporation's records.

(iii) Review records of the Community Service hours worked by members in the Phase Representative's assigned area. Phase Representatives also assist the Garden Master in planning and implementing Work Day projects.

(iv) Perform other duties as delegated by the Board.

7.07(h) Independent Project Monitor. The Independent Project Monitor shall attend to the following matters:

(i) Assign community and independent projects to Members as necessary.

(ii) Monitor community and independent projects as necessary; and issue citations for community and independent projects as necessary.

(iii) Maintain an up-to-date chart and information on community and independent projects, for review by the Board at their request.

7.07 (i) Membership Secretary. The Membership Secretary shall coordinate activities of the Membership Committee and shall attend to the following matters:

(i) Process the annual membership renewal applications.

(ii) Maintain a current master list or file of member(s)' plot number(s) and contact information.

(iii) Maintain a chronological list of membership applicants and provide applications to Phase Representatives when notified by them of plot vacancies.

(iv) Maintain a supply of membership applications and deed slips in the main shed.

(v) Make available copies of Bylaws, Plot Assignment and Waiver forms, citations, and sign-up sheets of General meetings of members to Phase Representatives.

7.07(j) Education Chair. The Education Chair shall attend to the following matters:

(i) Arrange annually an education program for members.

(ii) Orient new members of the Corporation of the Garden Property's history and background.

(iii) Publish at least three newsletters regarding gardening skills and opportunities, for distribution to members during the calendar year.

(iv) Invite guest speakers at general meetings of members.

7.07(k) Succession of Officers. The succession of Officers shall be as follows: Chair, President or Vice-Chair if any, Garden Master, a Phase Representative to be designated by a vote of a majority of the Phase Representatives, Independent Project Monitor, Membership Secretary, Recording Secretary, Treasurer, and

Education Chair.

7.07(l) Officers may use assistants to aid in the performance of their duties with the consent of the Board of Directors.

SECTION 7.08 NO LIABILITY OF OFFICERS.

No Officer shall be personally liable for the debts, liabilities, or obligations of this Corporation.

ARTICLE VIII

MEMBERS

SECTION 8.01 DETERMINATION OF MEMBERS

This Corporation shall have only one class of members, designated as Voting Members. No member shall hold more than one membership in the Corporation. Except as expressly provided in or authorized by the Articles of Incorporation or Bylaws of this Corporation, all memberships shall have the same rights, privileges, restrictions and conditions. Voting Members shall have the right to vote, as set forth in these Bylaws, on the election of directors and officers, the disposition of all or substantially all of the Corporation's assets, any Corporate merger and its principal terms and any amendment of those terms, and any election to dissolve the Corporation. In addition, the Voting Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law. An Associate is a friend or family-member of a member who does not live in the same household of the member and who helps the member in his or her plot(s), and shall not be considered a Voting Member for these purposes and, accordingly, shall have no voting rights hereunder. Memberships that are shared by individuals living together in the same household shall have only one vote.

SECTION 8.02 QUALIFICATIONS OF MEMBERS

8.02(a) All memberships in the Corporation shall be in the name of individuals (natural persons) and not groups, other corporations, or other legal entities.

8.02(b) All individual members shall be natural persons who are eighteen (18) years of age or older.

8.02(c) Household members shall consist of those individuals who reside in a common residence and sharing the same address.

SECTION 8.03 ADMISSION OF MEMBERS

Applicants may be eligible for membership on making an application in writing or electronically and upon payment, if any, of the application fee and/or annual dues, as specified in the following sections of these Bylaws.

SECTION 8.04 FEES AND DUES

The annual dues payable to the Corporation by members shall be in such amounts as may be determined from time to time by Board resolution, including but not limited to the fees specified below in these

Bylaws.

8.04(a) Application Fees. The fees for applying for membership, if any, in the Corporation shall be in such amounts as may be specified from time to time by resolution of the Board charged for, and payable with the application for membership.

8.04(b) Membership Fees. The annual membership fees payable to the Corporation by members, other than Associates, consists of the following:

(i) Plot Fees. The annual plot fees shall be set on a per Plot basis and is subject to change at the Board's discretion; and

(ii) Insurance Fee. The annual fee for the Corporation's liability insurance shall be set on a per household basis (i.e., all members living at the address) and is subject to change pursuant to the master policy held by Metropolitan Farms, Inc., of which Ocean View Farms, Inc. is a member.

8.04(c) Associate Fees. Associates shall pay the insurance fee and such other fees as the Board may set in its discretion.

SECTION 8.05 NUMBER OF MEMBERS

The number of members the Corporation may admit is limited by the number of plots available at the Corporation's physical location.

SECTION 8.06 MEMBERSHIP BOOK

The Corporation shall keep a membership book containing the name, current address, telephone number, and the plot number of each member. The termination of any member or nonrenewal of any member shall be recorded in the membership book, giving the date and cause for termination (e.g., citation violation, violation of Bylaws, etc.). The Membership Secretary shall maintain a current master list of members and/or shall maintain the same in the membership book. The membership book shall be kept at the Corporation's principal office or other place the Board may direct.

SECTION 8.07 NO LIABILITY OF MEMBERS

A member of this Corporation is not, as such, personally liable for the debts, liabilities, or obligations of the Corporation.

SECTION 8.08 NONTRANSFERABILITY OF MEMBERSHIPS

No member may transfer a membership or any right arising from it, EXCEPT where an individual has proof of being a member of the same household and has the approval of the respective Phase Representative. Except as otherwise provided in these Bylaws, all rights of membership cease upon the member's death.

SECTION 8.09 DUTIES AND RIGHTS OF MEMBERS

8.09(a) Address and Phone Number. Each individual member shall provide the Membership Secretary or their Phase Representative with a current address and phone number for each calendar year. Members shall promptly notify the Membership Secretary or their Phase Representative in writing of any change of address and/or phone number within thirty (30) days of such change. Any notification sent to the last-known address on file

with the Membership Secretary shall be considered as effective notification to said member as provided in these Bylaws.

8.09(b) Plot Assignment and Waiver Agreements. All new members shall sign and return to the Phase Representative a "Plot Assignment and Waiver" form, and thereby agree to be governed by the Articles of Incorporation, these Bylaws, the Rules and Regulations, or provisions of law. Any member who refuses to be governed by the above-referenced provisions shall have his or her membership terminated, subject to any rights and remedies provided in these Bylaws.

8.09(c) Community Hours

(i) Definition and Requirements. Community Hours means the number of hours each individual member, whether an individual or eligible household member, is required to perform annually on a per plot basis for the Corporation. The annual Community Hours to be performed by a member is determined by the Board and approved by the general membership at or before the last general meeting of members each preceding year. Each member must complete the requisite number of Community Hours for the current year as a condition for membership renewals. The Community Hours requirement may be satisfied through Work-Day participation, community and/or independent projects, all of which are to be approved in advance by the Garden Master, or in exceptional cases, to be arranged by the Board in its discretion.

(ii) Excuse from Community Work Requirement. Should a member in good standing, as defined below in Article VIII, become unable to maintain his or her plot(s) and do the required community work because of a physical disability or circumstances beyond his or her control, the member shall notify his or her Phase Representative, and arrange for his or her plot(s) to be maintained. Upon the Phase Representative's recommendation, the member may be excused from the community work requirement for up to one (1) year.

8.09(d) Voting

(i) Members. Members shall not hold more than one membership in the Corporation, shall have only one (1) vote per household membership despite the number of individual members in a household, and shall have only one vote despite the number of plots a member holds for the year.

(ii) Associates. Associates are not entitled to vote and, therefore, are not "members" of the Corporation, as defined in Section 5056 of the California Corporations Code or any successor provision.

(iii) Except in a contested election of directors and officers, and in other matters specifically provided in these Bylaws, all voting shall be by a show of hands.

8.09(e) Holding Office. A member or a group of members may be elected to any office by the membership and the responsibilities of the office may be shared between members of the group. However, a group of members holding an office has only one (1) vote at Board meetings, as provided in Article VII of these Bylaws.

8.09(f) Certain Restrictions in Holding Office. Members of the same household shall not be nominated or elected to offices on the Board or be an officer during the same term.

8.09(g) Official Notices. Each member has a responsibility to keep informed of official notices posted on the Corporation's bulletin boards and/or newsletters. Bulletin boards and/or newsletters are the Corporation's official communication mediums and no other notice is required, except as provided in these Bylaws. Each member shall respect the integrity of the bulletin boards on the garden property.

8.09(h) Good Standing. All members should always maintain his or her membership in Good Standing. A member in Good Standing shall be eligible to hold office, to vote, and to serve on committees. A member in "Good Standing" is defined as follows:

(i) A member who has maintained his or her plot(s) and has completed his or her required Community Hours according to these Bylaws and the Rules and Regulations;

(ii) A member who has received fewer than three (3) citations for any offense during a (9) month period;

(iii) A member who has not been found to have committed any theft from any plot or Common Areas of the Garden Property;

(iv) A member who has abided by a decision of the Arbitration Committee; and

(v) A member who has otherwise abided by the Articles of Incorporation, these Bylaws, the Rules of Regulations, or provisions of law.

8.09(i) Inspection Rights of Members

(a) Method. Subject to the Corporation's right to set aside a demand for inspection pursuant to Section 6332 of the Corporation Code, a member satisfying the qualifications set forth hereinafter may do either or both of the following:

(i) Inspect and copy the record of all the members' names, garden addresses, and voting rights, at reasonable times, on five (5) business days' before written demand on the Corporation, which demand shall state the purpose for which the inspection rights are requested; or

(ii) Obtain from the Recording Secretary of the Corporation, on written demand and tender of a reasonable charge, a list of names, garden addresses, and voting rights of the Voting Members, as of the most recent record date for which that list has been compiled or as of the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be available on or before the later of ten (10) business days after the demand is received or after the date specified therein as the date as of which the list is to be compiled.

(iii) An officer of the Corporation shall be present at the time of inspection. Membership information is not to be photocopied or sold, exchanged or transferred to any nonmember without authorization of the Board. Any such activity shall result in termination of membership.

(b) Members Permitted to Exercise Rights of Inspection. The rights of inspection set forth in this Section 8.09(i) may be exercised by any member, for a purpose reasonably related to the person's interest as a member.

SECTION 8.10 TERMINATION OF MEMBERSHIP

8.10(a) Automatic Termination

The membership and all rights of membership shall automatically terminate on the occurrence of any of the following events:

(i) Upon the dissolution of the Corporation caused by the revocation or termination of the Partnership agreement by the City of Los Angeles, Department of Recreation and Parks ("the Department") as described below:

The Corporation shall dissolve within thirty (90) days upon: (1) the termination or cancellation of the Partnership agreement; (2) upon the abandonment of the Garden Property by Ocean View Farms,

Inc.; or (3) upon the revocation of the Department of Parks and Recreation's license by the Department of Power and Water.

(ii) Upon the termination of all memberships upon amendment of these Bylaws permitting the termination, pursuant to Section 4342 of the California Corporations Code.

8.10(b) Termination for Cause by Board

The Board may suspend, or terminate the membership of any member upon a finding by two-thirds (2/3) majority vote of the Board at a regular meeting, or five (5) members of the Board at a special meeting of the Board, that the member has not maintained the good standing status as specified in Article VIII or has otherwise violated these Bylaws or the Rules and Regulations. Notice of Termination for Cause by the Board shall be delivered by the Chair or the Membership Secretary of the Corporation in person or by U.S. Postal Service or electronic mail and the membership shall terminate fifteen (15) calendar days from the postmarked date or date of electronic transmission of the termination letter if the member fails to request a hearing before the Board. A Proof of Service shall be executed by the person sending the termination letter and filed with the records of the Corporation.

8.10 (c) Termination for Cause without Board action

The membership and all rights of membership shall terminate on the occurrence of any of the following events without a vote or hearing by the Board.

(i) Failure to correct cited violations of the Bylaws or Rules and Regulations.

(ii) Failure of a member to renew his or her membership by failing to pay dues and/or assessments on or before their due date and any grace period prescribed to cure the delinquency; or by failing to cure a Non-Sufficient Funds check or a check that has not been paid by the member's bank.

(iii) Failing to complete the required number of community service hours by the end of the calendar year without waiver of that requirement by the responsible Phase Representative.

(iv) Upon notification of the Termination for Cause without Board action, delivered by the Chair/President, or Membership Secretary of the Corporation personally or by U.S. Postal Service or electronic mail, such membership shall terminate fifteen (15) days after the notice is mailed or transmitted electronically. A Proof of Service shall be executed by the person sending the termination letter and filed with the records of the Corporation.

8.10(d) EFFECT OF TERMINATION

All rights of a member in the Corporation and its property shall cease on the termination of a member's membership.

SECTION 8.11 APPEAL OF MEMBER TERMINATION

8.11(a) Automatic Termination

There are no appeal rights for Automatic Termination pursuant to Section 8.10(a).

8.11(b) Termination for Cause by the Board

A member subject to Termination For Cause by the Board pursuant to Section 8.10(b) may request a hearing to show cause for his or her reinstatement by appealing to the Board within fifteen (15) calendar

days of the termination letter's postmarked date. Upon receipt of a written request for a hearing, the Chair shall schedule a hearing for the member before the Board at the earliest scheduled regular or special meeting of the Board. The member shall have a right to present any oral or documentary evidence to the Board, subject to the ruling of the Board as to reasonable restrictions on the time allowed and individuals who may participate other than the member.

8.11(c) Termination for Cause without Board action

A member subject to Terminations for Cause Without Board action pursuant to Section 8.10 (c), shall have the right to appeal the termination to the Arbitration committee. The aggrieved member's appeal shall be heard by three arbitrators whose selection and conduct shall be in accordance with Article VI of these Bylaws and any rules regarding arbitrations set forth in the Rules and Regulations. The aggrieved member shall be notified of the Arbitrators' decision by U.S. Postal Service or electronic mail within fifteen (15) calendar days of the arbitration hearing.

SECTION 8.12 MEETINGS

8.12(a) Location and Sign-In Sheets

Meetings of members shall be held in the Community Area of the Garden Property, or at such other place or places as may be designated from time to time by resolution of the Board. A sign-in sheet for members is mandatory at all meetings of members.

8.12 (b) General Meetings

(i) A general meeting of members shall be held on the second Saturday in April of each year at 1:00 p.m., for electing directors and officers, and transacting other business as may come before the meeting. The general meeting of members for electing directors and officers shall be according to the provisions of Article VII of these Bylaws and shall be deemed a general meeting.

(ii) Other general meetings of members shall be held at least every sixty (60) days. If weather is not permitting, the general meeting shall be postponed until the following week at the same time. The Chair shall preside over all general meetings of members.

8.12(c) Special Meetings of Members. The Chair may call a special meeting any time. In the event that the Chair is unable or unwilling to call a special meeting, three or more directors may call a special meeting. Five percent (5%) of the voting membership may sign a petition to call a special meeting.

SECTION 8.13 NOTICE OF MEETINGS

8.13(a) When members are required or permitted to take any action at a meeting, a written notice of meeting shall be given according to the manners specified in this section. The notice shall specify the place, date, hour of the meeting, and the nature of the business to be transacted. Notice of calling a general meeting of members shall be posted clearly and visibly fourteen (14) calendar days before such meeting on the Garden Property's Main Bulletin Board and the bulletin boards at the top gates. Notice of a special meeting called by directors, or the voting membership, along with the petition signed by said member(s) pursuant to Section 8.12 (c) of this Article, shall be posted clearly and visibly everywhere notices are normally posted, including but not limited to the bulletin boards at the top gates and inside and outside the main shed, at least twenty (20) calendar days before such meeting and specifically shall state "Notice of Special Meeting." In addition to posting at the Garden, notice of meeting of members at which members may take action or are required to take action shall be given personally, by mail, by electronic mail, or by other means of written communication addressed to the member at the address of such

member appearing on the books of the corporation for the purpose of receiving such notice not less than 10 days or more than ninety (90) days before the meeting date.

8.13(b) The notice of any meeting of members at which directors and officers are to be elected shall also include the names of all those who are nominees or candidates for election to the Board and officers at the time the notice is given. The posting of this notice shall remain posted until the election is held.

8.13(c) Whenever any notice of a meeting is required to be given to any member of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or provisions of law, a waiver of notice in writing signed by the member, whether before or after the time of the meeting, shall be equivalent to the giving of notice.

SECTION 8.14 QUORUM FOR MEETING

A quorum shall consist of 10 percent (10%) of the Voting Members of this Corporation at any general or special meeting of members. If a meeting of members is attended by less than one-third of the voting membership and despite whether a quorum is present, the matters that may be voted upon at such a regular meeting of members are matters of the general nature of which notice was given. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of members, if any action is taken by a majority of the voting power present at the meeting, unless the vote of a greater number is required under the California Nonprofit Public Benefit Corporation Law. Except as otherwise provided under the Articles of Incorporation, these Bylaws, the Rules and Regulations, or provisions of law, no business shall be considered by the members at any meeting at which a quorum is not present other than a motion to adjourn which the Chair shall entertain. A meeting shall not be adjourned for more than forty-five (45) days.

SECTION 8.15 MAJORITY ACTION vs. MEMBERSHIP ACTION

8.15(a) General. Except as otherwise provided in these Bylaws, every action or decision done or made during a duly held general meeting of members where a quorum is present may pass by a simple majority of members who are present. Each Voting Member is entitled to one vote on each matter submitted to a vote of the members. Every action or decision done or made during a special meeting of members shall be limited specifically to item(s) listed in the notice or petition and must pass by a two-thirds (2/3) majority of those present unless otherwise provided for in these Bylaws. The record date for determining the members entitled to notice of any meeting of members is the date of admission to membership. The record date for determining Voting Members shall be the date of any meeting where a vote is held. Subject to Section 8.01 of this Article, the Voting Member shall be the member who has stated on the attendance roster that he or she is the Voting Member.

8.15(b) Certain Unbudgeted Expenditures. Any unbudgeted expenditures of the Corporation by a member must have the advance approval of an officer authorized by the Board to approve requisitions.

SECTION 8.16 ACTION BY WRITTEN BALLOT

8.16(a) In Lieu of Meeting. Except as otherwise provided under the Articles of Incorporation, these Bylaws, the Rules and Regulations, or provisions of law, any action that may be taken at a regular or special meeting of members may be taken without a meeting if the Corporation distributes a written ballot to each member entitled to vote on the matter.

8.16(b) Election of Directors and Officers. Where a show of hands for voting in an uncontested election may not apply, the contested election of directors and officers taken by written ballot at any regular or special meeting of members shall:

- (i) set forth the slate of candidates;

(ii) state the number of responses needed for a quorum;
(iii) specify the date by which the ballot must be received by the Corporation to be counted. The date set shall afford members a reasonable time within which to return the ballots to the Corporation; and

(iv) be mailed or delivered in the manner required for giving notice of membership meetings as specified in these Bylaws.

8.16(c) Other Actions by Written Ballot In other actions voted by the ballot, the ballot shall:

(i) set forth the proposed action;

(ii) provide an opportunity to specify approval or disapproval of each proposal;

(iii) state the number of responses needed to meet the quorum requirement, except ballots soliciting votes for the election of directors and officers, shall state the percentage of approvals necessary to pass the measure submitted;

(iv) state the date by which the ballot must be received by the Corporation to be counted. The date set shall afford members a reasonable time within which to return the ballots to the Corporation;

(v) be mailed or delivered in the manner required for giving notice of membership meetings for electing directors and officers as specified in these Bylaws; and

(vi) be valid only when the number of votes cast by ballot within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equal or exceed the number of votes that would be required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

SECTION 8.17 CONDUCT OF MEETINGS

Meetings of members shall be presided over by the Chair of the Corporation, or in his or her absence by the President or Vice-Chair of the Corporation if any, or in his or her absence by the most senior Officer present, or in the absence of these persons, a Chair pro tempore shall be chosen by a majority of the Voting Members present at the meeting. The Recording Secretary of the Corporation shall act as secretary of all meetings of members, but in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by parliamentary procedure, and these rules may be revised from time to time, as long as the rules are not inconsistent with or conflict with the Articles of Incorporation, these Bylaws, the Rules and Regulations, or with provisions of law. On questions of parliamentary procedure not covered by these Bylaws, a ruling by the presiding officer shall prevail. Good conduct and civil procedure shall prevail at all meetings. The presiding officer shall be empowered to issue citations to members abusing rules of good conduct. Such citations shall be binding as any other citation.

SECTION 8.18 GENERAL MEMBERSHIP FINANCIAL EMPOWERMENT

Fees and assessments other than those identified in Section 8.04 required to meet the budgeted expenditures of the Corporation as recommended by the Board shall be ratified by the general membership.

SECTION 8.19 RESPONSIBILITIES AND CONDUCT OF MEMBERS

8.19(a) General

(i) Good conduct and civil procedures shall prevail at all times.

(ii) Disputes should be attempted to be resolved by members themselves, then by the disputants' Phase Representatives, and then by Arbitration as specified in these Bylaws.

(iii) Members shall not commit any act which is detrimental to their neighbors or the Corporation.

ARTICLE IX

TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS

SECTION 9.01 CONTRACTS WITH DIRECTORS AND OFFICERS

The Corporation shall not be a party to any contract or transaction:

9.01(a). In which one or more of its directors or officers has a material financial interest, or;

9.01(b) With any corporation, firm, association, or other entity in which one or more directors or officers has a material financial interest, or;

9.01(c) With any corporation, firm, association, or other entity (other than another nonprofit public benefit corporation) in which one or more of its directors is a member; unless:

(i) The material facts concerning the contract or transaction and such director's or officer's financial interest of common directorship are fully disclosed in good faith and are noted in the minutes;

(ii) Before authorizing or approving the contract or transaction, the Board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable investigation under the circumstances or that the contract or transaction implements a charitable program of the Corporation;

(iii) The Corporation enters into the contract or transaction for its own benefit;

(iv) The contract or transaction is fair and reasonable to this Corporation or implements a charitable program of the Corporation at the time the contract or transaction is entered into, and;

(v) The contract or transaction is authorized or approved in good faith by a majority of disinterested directors at the meeting, provided that majority has decision making authority under the quorum provisions of Section 5.09 of Article V.

SECTION 9.02 NO MATERIAL FINANCIAL INTEREST

A director or officer of this Corporation shall not be deemed to have a "material financial interest" in a contract or transaction that implements a charitable program of this Corporation solely because such a contract or transaction results in a benefit to a director or their families by virtue of their membership in the class of persons intended to be benefited by the charitable program of this Corporation.

SECTION 9.03 LOANS TO DIRECTORS AND OFFICERS

The Corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer, unless approved by the Attorney General of the State of California; provided, however, the

Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of duties of such director or officer, provided that in the absence of such advance, such director or officer would be entitled to be reimbursed for such expenses by the Corporation.

SECTION 9.04 INTERLOCKING DIRECTORATES

No contract or other transaction between the Corporation and any non-profit public benefit corporation is either void or voidable because such director(s) are present at a meeting of the Board that authorizes, approves, or ratifies the contract or transaction, if the material facts as to the transaction and as to such director's other directorship are fully disclosed to the Board, and the Board authorizes, approves, or ratifies the contract or transaction in good faith by a vote of disinterested directors at the meeting (subject to the quorum provisions of Article V), or if the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved, or ratified.

SECTION 9.05 DUTY OF LOYALTY: CONSTRUCTION WITH ARTICLE X

Nothing in this Article shall be construed to derogate in any way from the absolute duty of loyalty that every director and officer owes to the Corporation. Furthermore, nothing in this Article shall be construed to override or amend the provisions of Article X. All conflicts between the two articles shall be resolved in favor of Article X.

ARTICLE X

INDEMNIFICATION OF DIRECTORS, OFFICERS

EMPLOYEES, AND OTHER AGENTS

SECTION 10.0 DEFINITIONS

For the purpose of this Article:

10.01(a) "Agent" means any person who is or was a director, officer, other agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic Corporation or association that was a predecessor of this Corporation or of another enterprise at the request of the predecessor Corporation or association;

10.01(b) "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and.

10.01(c) "Expenses" includes, without limitation, all attorneys' fees, costs and other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article.

SECTION 10.02 SUCCESSFUL DEFENSE BY AGENT

To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 10.03 through 10.05 shall determine whether the agent is entitled to indemnification.

SECTION 10.03 ACTIONS BROUGHT BY PERSONS OTHER THAN THE CORPORATION

Subject to the required findings to be made pursuant to Section 10.05, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this Corporation, or by an officer, director or person granted related status by the Attorney General, or by the Attorney General on the grounds that the defendant director was or is engaging in self-dealing within the meaning of Section 5233 of the California Non Profit Public Benefit Corporation Law, or by the Attorney General, or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of this Corporation, for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding.

SECTION 10.04 ACTION BROUGHT BY OR ON BEHALF OF THE CORPORATION

10.04(a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding unless it is settled with the approval of the Attorney General.

10.04(b) Claims and suits awarded against agent. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action brought by or on behalf of this Corporation, by reason of the fact that the person is or was an agent of this Corporation, for all expenses actually and reasonably incurred in the defense of that action, provided that both of the following are met:

(i) The determination of good faith conduct required by Section 10.05 must be made in the manner provided for in that Section; and

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

SECTION 10.05 DETERMINATION OF AGENT'S GOOD FAITH CONDUCT

This indemnification granted to an agent in Sections 10.03 and 10.04 above is conditioned on the following:

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

10.05(b) Manner of determination of good faith conduct. The determination that the agent did not act in a manner complying with Section 10.05(a) shall be made by:

(i) the Board by a majority vote of a quorum consisting of directors who are not parties to the proceeding; or

(ii) the court in which the proceeding is or was pending. Such determination may be made on application brought by this Corporation or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by this Corporation.

SECTION 10.06 LIMITATIONS

No indemnification or advance shall be made under this Article, except as provided in Sections 10.02 or 10.05(b) (ii), in any circumstance when it appears that:

10.06(a) The indemnification or advance would be inconsistent with a provision of the Articles of these Bylaws, a resolution of the members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

10.06(b) The indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

SECTION 10.07 ADVANCE OF EXPENSES

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

SECTION 10.08 CONTRACTUAL RIGHTS OF NONDIRECTORS AND NONOFFICERS

Nothing contained in this Article shall affect any right to indemnification to which persons, who are other than directors and officers of this Corporation or any subsidiary hereof, may be entitled by contract or otherwise.

SECTION 10.09 INSURANCE

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation, as deemed in this Article X, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether this Corporation would have the power to indemnify the agent against that liability under the provisions of this Article X.

ARTICLE XI

RECORDS AND REPORTS

SECTION 11.01 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at the Corporation's principal executive office the following:

11.01(a) Adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties (real and personal) and transactions, and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;

11.01(b) Minutes in written form of all of the actions by the Board, members, or any committee including the time, date, and placed called; whether a meeting is regular or special and, if special, how called; the manner of giving notice of each meeting and a copy thereof; the names of those present at each meeting of the Board, members, or the executive committee thereof; the minutes of all meetings and the names of those present; any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; all written consents for action without a meeting; all protests concerning lack of notice; and formal dissents from board actions.

11.01(c) A record of its directors, giving their names and addresses.

11.01(d) The original or a copy of its Articles of Incorporation and Bylaws as amended to date.

SECTION 11.02 MAINTENANCE AND INSPECTION BY DIRECTORS

Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of this Corporation and each of its subsidiary corporations, if any. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

SECTION 11.03 ANNUAL REPORT TO DIRECTORS

11.03(a) Not later than 120 days after the close of Corporation's accounting year, the Board shall cause an annual report to be sent to the directors. Such report shall contain the following information in reasonable detail:

(i) The assets and liabilities, including the trust funds, of the Corporation as of the end of the accounting year.

(ii) The principal changes in assets and liabilities, including trust funds, during the accounting year.

(iii) The revenue of receipts of the Corporation, both unrestricted and restricted to particular purposes, for the accounting year.

(iv) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the accounting year.

(v) Any information required by Section 10.04.

11.03(b) The report required by this Section shall be accompanied by any report thereon of independent accountants, or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without an audit from the books and records of the Corporation.

SECTION 11.04 ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS

No later than the time the Corporation gives its annual report, if any, and in any event no later than 120 days after the close of the Corporation's accounting year, the Corporation shall prepare and mail or deliver to each director a statement of the amount and circumstances of any transaction or indemnification of the following kind:

11.04(a) Each transaction, involving more than \$50,000 or which was one of a number of

transactions with the same person involving in the aggregate more than \$50,000, in which the Corporation, its parent or its subsidiary was a party, and in which either of the following had a direct or indirect financial interest:

(i) Any director or officer of the Corporation, its parent or subsidiary (a mere common directorship shall not be considered such an interest); or

(ii) Any holder of more than 10% of the voting power of the Corporation, its parent or its subsidiary.

11.04(b) Any indemnification or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the Corporation pursuant to Article X hereof, unless such indemnification has already been approved by the directors pursuant to Section 10.05(b)(ii).

SECTION 11.05 CORPORATE SEAL

The Corporate seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 11.06 GIFTS

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable, educational, or public purposes of this Corporation.

ARTICLE XII

EMINENT DOMAIN RIGHTS OF THE CORPORATION

The welfare, appearance, and betterment of the Garden property of the Corporation take precedence over the holding of any member's assigned plots, community area, or independent project. Therefore, the Board reserves the exclusive right of eminent domain over any area within the bounds of the Corporation's garden property. This may result in the taking of any member's assigned individual plots, community area, or independent project by the Corporation if the Board determines it is in the best interest of the Corporation. Any member affected by the Board's exercise of eminent domain rights shall be given the right of relocation where possible or reasonable compensation for destroyed plants. The Board may exercise its eminent domain rights at a general or special meeting of the Board and its exercise of said right shall be made without membership approval.

ARTICLE XIII

ACCOUNTING YEAR AND METHOD

The Corporation's accounting year is the calendar year, from January 1 to December 31. The Corporation's initial accounting year is the date of its incorporation, October 3, 1997 to December 31, 1997. The Corporation's accounting method shall be the cash method of accounting.

ARTICLE XIV

CONSTRUCTION AND DEFINITIONS

SECTION 15.01 Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws.

SECTION 15.02 Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular; and unless otherwise specified, the term "person" is defined as a natural person, a Corporation, partnership, joint venture, trust or other entity.

SECTION 15.03 "Garden Property" is defined as the real property located at 3321 Centinela Avenue, in the City of Los Angeles, County of Los Angeles, State of California, described as the "controlled property" under the Revocable Permit Agreement dated June 20, 1977, by the City of Los Angeles. Department of Recreation and Parks to Metropolitan Neighborhood Gardens and Farms, Inc., the permittee, and the approved area described in the Addendum dated November 1, 1982 from the Department of Recreation and Parks to Ocean View Farms, on which property the permittee may promote, finance, construct, maintain, manage, operate community gardening and no other purposes, and shall only grow food and flowers. /°

SECTION 15.04 "Common Area" is defined as any area in the Garden property that is not specifically designated as plots.

SECTION 15.05 "Community Area" is defined as the common area set aside for Corporate meetings that is adjacent to the Main Shed and the Oriental Garden at the Garden Property.

SECTION 15.06 "Deed Slip" is defined as the written accounting of hours worked by a member on an Independent Project submitted for approval to the Garden Master.

SECTION 15.07 "Main Bulletin Board" is defined as the bulletin board located in the wheel barrow shed in the community area of the Garden Property.

SECTION 15.08 "Phase(s)" is defined as groups of plots as designated on the master garden map posted on the Main Bulletin Board.

SECTION 15.09 "Plot(s)" is defined as a designated area of approximately 15 sq. ft x 15 sq. ft. that is assigned to members for private gardening use.

SECTION 15.10 "Work Day" is defined as a specific day and time designated for members to work on the improvement and upkeep of the Garden Property, as designated by the Garden Master.

ARTICLE XV

ADOPTION AND AMENDMENTS

SECTION 16.01 ADOPTION OF BYLAWS

These Bylaws may be adopted at a general or special meeting of the members by a two-thirds (2/3) majority of a quorum of members present at the meeting.

SECTION 16.02 AMENDMENTS AND REPEALS

These Bylaws may be amended or repealed by a two-thirds (2/3) majority of a quorum of

members present at a general or special meeting of the membership. An amendment must be brought to the floor, tabled, and then voted upon at the next general or special meeting of members. All amendments to these Bylaws shall be dated.