RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No X)

Adopt this Resolution recommending that the three existing Road Maintenance Association (RMA) Declarations of Spring Hill Estates II be rescinded and approval of the restated and amended RMA Declarations. The amendment will remove the lien rights contained in paragraph "h" of Section Seven entitled "Enforcement of Liens" which has been determined by the Department of Real Estate (DRE) to create a "common interest subdivision" which was not the intent of the owner, Joe Silva. The new language will allow the County of Mariposa or any owner within the subdivision to enforce the CC&Rs. The Public Works Department, the Planning Department, and myself do not believe that the existence of lien rights is imperative.

Further recommend that prior to the recordation of the restated and amended RMA Declarations, the formation of a Homeowners' Association for Spring Hill Estates II be required.

Although there are three RMA Declarations that are affected by this action, only a copy of one is included in this package for your information. Each Declaration is exactly the same except that each has different parcel numbers and only one change is recommended for each Declaration; the balance of each remains the same.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved a similar action on May 27, 1997 for the RMA Declaration of Tokosaben.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

» Approve this action as recommended.
» Do not approve; Mr. Silva will have to follow through with the DRE process for a planned development, however, this was not his intent nor the Planning Commission's intent.

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<th>COSTS:</th>
<th>SPECIAL INSTRUCTIONS:</th>
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<td>List the attachments and number</td>
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<td>A. Budgeted current FY</td>
<td>the pages consecutively:</td>
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<td>B. Total anticipated costs</td>
<td>Existing RMA Declaration,</td>
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<td>C. Required additional funding</td>
<td>Recission of RMA Declaration,</td>
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<tr>
<td>D. Internal transfers</td>
<td>Restated and Amended RMA Declaration.</td>
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<td>( ) 4/5ths Vote Required</td>
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<td>A. Unanticipated revenues</td>
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<td>B. Reserve for contingencies</td>
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<td>C. Source description:</td>
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<td>Balance in Reserve for Contingencies, if approved: $</td>
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CLERK'S USE ONLY:

Res. No.: 98-98
Vote - Ayes: 5
Noes: 0
Absent: 0
Minutes of Order Attached ( ) Denied ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: ATTEST: MARGIE WILLIAMS, Clerk of the Board
By: County of Mariposa, State of California
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment: [Signature]
A.O. Initials: [Signature]
ROAD MAINTENANCE ASSOCIATION DECLARATION

SECTION ONE
OFFICES

The principal office of the unincorporated association in the State of California shall be located at 5021 Silva Rd., Mariposa, CA 95338.

SECTION TWO
PURPOSES AND OBJECTS

In amplification of the purposes for which the unincorporated road maintenance association has been formed, the purposes and objects are as follows:

(a) To monitor and maintain a community road system. For any and all legally created parcels whether created now or in the future, in the "SUBDIVISION." "SUBDIVISION" shall be that parcel of land as described as lots 17 and 25, as shown on that certain map entitled "Map of Spring Hill Estates II" (phase 2), recorded October 24, 1991, in the Book of Maps at Page 2373, Mariposa County Records, being portions of Section 29, Township 5 South, Range 19 East, Mount Diablo Base and Meridian.

(1) Association shall perform monitoring and maintenance of Jenny Lane within the subdivision. The level and extent of maintenance shall be to grade the surface of the road and the ditches twice a year and to clean the drainage ditches twice a year.

(2) Association shall also rock the road as necessary to maintain road in original condition.

(3) Association shall immediately repair any significant failure. Said failures shall include but not be limited to those identified by the Mariposa County Public Works Department.

(4) Association shall prepare an annual maintenance report by a qualified individual.
(b) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(c) This Road Maintenance Association is being formed as a requirement of the subdivision process. Additional parcels and additional roads may be annexed to the Road Maintenance Association by the Mariposa County Board of Supervisors. The Board of Supervisors may annex at their sole discretion but do not have a duty to annex. Each legal parcel annexed or additional parcels created with the "Subdivision" shall have the same rights and obligations as set forth in this document for the original two parcels.

SECTION THREE
MEMBERS

(a) Class of Members. The association shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner, as distinguished from a security owner, of a parcel in the "SUBDIVISION" in the County of Mariposa, State of California, as herein particularly described, shall be a member.

(2) Membership shall include an undertaking by the applicant to comply with and be bound by these bylaws and amendments thereto, and the policies, rules and regulations at any time adopted by the association in accordance with these bylaws. Membership shall be accompanied by payment of the first year's dues in advance.

(3) Membership in this association shall terminate on such member's ceasing to be a beneficial owner of a parcel, in or on the property described in these bylaws.

(b) Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided however, that each member shall be the sole beneficial owner of a legally created parcel within the subdivision in the "SUBDIVISION." A member shall have one vote for each parcel of which he or she is a beneficial owner. Where two or more such owners own a parcel, only one vote for such parcel owned shall be allowed, and such joint owners shall designate and register with the secretary of the association the name of that owner entitled to cast such single vote.

(1) At membership meetings all votes shall be cast in person, or by proxy registered with the secretary.

(2) The board of directors is authorized to establish regulations providing for voting by mail.
Assignment of Rights. A beneficial owner who is a member of the association may assign his or her membership rights to the tenant residing in or on the beneficial owner's parcel. Such assignment shall be effected by filing with the secretary of the association a written notice of assignment signed by the beneficial member.

SECTION FOUR
MEETINGS OF MEMBERS

(a) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing officers shall be held in the County of Mariposa, State of California in January of each year, beginning with the year 1994. The time and place shall be fixed by the directors.

(b) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the board of directors.

(c) Special Meetings. A special meeting of the members may be called by the board of directors. A special meeting of the members must be called within 10 days by the president, or the board of directors, if requested by not less than two of the members having voting rights.

(d) Notice of Meetings. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than 10 days before the date of such meeting, or at the direction of the secretary.

(e) Quorum. The members holding fifty one percent (51%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after 6 months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail. Where officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine.

SECTION FIVE
BOARD OF DIRECTORS

(a) General Powers. The affairs of the association shall be managed by the board of directors at a regular meeting.
(b) Number, Tenure, and Qualifications. The number of directors shall be three and consist of the Officers of the Association. Each director shall be a member of the Association.

(c) Regular Meetings. The board of directors shall meet regularly at least annually, at a time and place it shall select.

(d) Special Meetings. A special meeting of the board of directors may be called by or at the request of the president or of any two directors.

(e) Notices. Notice of any special meeting of the board of directors shall be given at least ten (10) days prior to such meeting, by written notice delivered personally or sent by mail to each director. Any director may waive notice of any meeting.

(f) Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board.

(g) Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws.

SECTION SIX
OFFICERS

(a) Officers. The officers of the association shall be a president, a vice-president and a secretary/treasurer.

(b) Qualifications and Method of Election. The officers shall be directors of the association, shall be elected by the members, and shall serve for a term of two years.

(c) President. The president shall preside at all meetings of the association and of the board of directors at which he or she is present, shall exercise general supervision of the affairs and activities of the association, and shall serve as a member ex officio of all standing committees.

(d) Vice-president. The vice-president shall assume the duties of the president during the president’s absence.

(e) Secretary/Treasurer. The secretary/treasurer shall keep the minutes of all of the meetings of the association and of the board of directors, which shall be an accurate and official record of all business transacted. The secretary/treasurer shall be custodian of all association records. The secretary/treasurer shall receive all association funds, keep them in a bank or other savings institution approved by the board of directors, and pay out funds only on notice signed by one other officer.
(g) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by a majority of the remaining officers, appointing a member for the unexpired portion of the term. If the two remaining officers cannot agree on an appointment, an election by the membership shall be held to fill the vacancy.

SECTION SEVEN
FEES, DUES, AND ASSESSMENTS

(a) Admission Without Fee. Record ownership of a parcel of the property particularly described, without payment of an admission fee, shall establish the owner as a member of the association.

(b) Annual Dues. The annual dues shall be same for each member and shall be Seven hundred fifty ($700.00) per year subject to such modification as a majority of the directors may require, provided, however, that no increase above One Hundred Dollars ($100.00) per year may be determined without a majority of the members approving such increase.

(c) Payment of Dues. The annual dues shall be payable in equal semi-annual installments, due July 1 and January 1, the first such installment to be paid on the first day of the next semi-annual payment date after which a member is elected to membership, and all subsequent installments to be paid on the first day of each and every semi-annual payment date thereafter during the period of such membership.

(d) Special Assessments. Special assessments may be levied on members of this association only by a vote of the majority of all members of the association. The procedure for voting on proposed assessments shall be the same as the procedure provided in these bylaws for voting on amendments to these bylaws.

(e) Default in Payment of Dues or Assessments. When any member shall be in default in the payment of dues or assessments for a period of ninety (90) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have no rights of any kind arising out of a membership in the association.

(f) Assignment of Dues. In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her parcel in the "SUBDIVISION" he or she shall not be entitled to a refund but shall assign to the buyer of such parcel the benefit of paid dues. Any such buyer shall acquire the benefit of such paid up dues.

(g) Life of Unincorporated Association. This agreement for purposes of road maintenance is to be part of the deed to the property and run with the land unless said
maintenance is taken over by the County of Mariposa, a special district or other governmental agency. The agreement shall be binding on all parties and all persons claiming under them until January 1, 2024, at which time said covenants shall be automatically extended for successive periods of five years, unless by vote of the majority of the then owners in the parcels, it is agreed to change said covenants in whole or in part.

(h) Enforcement of Liens. The amount of any one or more delinquent Regular and/or Special Assessment which is or has been assessed in accordance with this Declaration and not paid, together with any late charge and/or costs and interest (including reasonable attorneys’ fees) attributable thereto and/or incurred in the collection thereof, shall be and the same is hereby declared and agreed to be a lien with power of sale only upon the Parcel so assessed when the Association causes to be recorded in the Office of the Mariposa County Recorder, a Notice of Assessment executed by an authorized representative of the Association which shall state the amount of such assessment and such other charges thereon as may be authorized by this Declaration, a description of the Parcel against which the same has been assessed and the name of the record owner thereof and shall be signed by an authorized representative of the Board of Directors or as otherwise provided in this Declaration; provided that no such Notice of Assessment shall be so recorded until the Association or a person designated by the Association shall have first mailed to the Owner of the Parcel against which such Assessment was assessed at the street address of said Owner’s Parcel and/or to such Owner at such other place as said Owner may designate in writing (with a copy thereof to any Mortgages named in any Mortgage encumbering said Owner’s Parcel if such Mortgage has requested such Notice in writing) a Notice of Default in substantially the form prescribed by Section 2924 of the California Civil Code (as said Section may from time to time be amended) or any other form permitted by law, together with a demand upon such Owner to pay such delinquent Assessment and any charges for delinquent payment thereof as is attributable thereto. If the Association has not, within thirty (30) days from the mailing of said Notice of Default, received full payment of all such delinquent Assessments and any charges and/or costs (including reasonable attorneys’ fees) attributable thereto and/or incurred in the collection or attempted collection thereof, the Board shall promptly cause said Notice of Assessment to be recorded as provided above. Promptly after the recordation of said Notice of Assessment (unless the lien so created is sooner satisfied or released), the Board shall in addition to any other action cause the above-mentioned Notice of Default to be recorded in the Office of the Mariposa County Recorder and thereafter cause the Parcel of the defaulting Owner to be sold in the manner provided in Sections 2924 et seq. of the California Civil Code as said Sections may from time to time be amended, or in any other manner permitted by law. At any such foreclosure sale, the Association or its designee shall have the right to credit bid any one or more delinquent Regular and/or Special Assessments duly levied against the Parcel of the defaulting Owner together with all late charges, interest, costs and expenses incurred in connection with such foreclosure including, without limitation, the cost of any trustee sale guarantee or similar guarantee, reasonable attorneys’ fees, trustees fees and recording charges and, if the Association shall be the successful bidder, the other hold, lease, mortgage and convey the Parcel so acquired as permitted herein. The defaulting Owner hereby waives all rights of redemption. Upon payment (prior to such a foreclosure) of any delinquent Assessment, together with all late charges, interest, costs and expenses (including, without
limitation, reasonable attorneys' fees, trustees fees, the cost of any title, sale or similar guarantee) attributable thereto and/or incurred in the collection thereof, or other satisfaction thereof, with respect to which a Notice of Assessment has been recorded, the Board shall promptly cause to be recorded a further notice reflecting the satisfaction and the release of the lien thereof. Except as otherwise provided in Article 12 hereof, the lien created as provided herein shall be prior to all other liens and all other matters of record recorded subsequent to the recording of said Notice of Assessment, and unless sooner satisfied and released or the enforcement thereof initiated as herein provided, such lien, once created, shall expire and be of no further force or effect one (1) years from the date of recording of said Notice of Assessment; provided that there shall be extended from said one (1) year period any period that enforcement of such lien is stayed by any filing in or order of any court and further provided that said one (1) year period may be extended by the Board for not to exceed one (1) additional year by recording in the Office of the Mariposa County Recorder, a written extension of said Notice of Assessment. Any Parcel in the Project which is acquired by the Association and subsequently sold shall continue to be subject to the provisions of this Declaration.

SECTION EIGHT
FISCAL YEAR

The fiscal year of the association shall be the calendar year.

SECTION NINE
AMENDMENTS

Any proposed amendment to these bylaws must be submitted in writing at any meeting of the members of the association. Such proposed amendments shall be discussed at the meeting of the members following the meeting at which the proposed amendment was submitted, and shall be voted on by the members of the association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by two members of the association; shall be read to the meeting by the secretary, and shall be printed on ballots distributed to all members by mail.

A proposed amendment shall become effective when approved by a majority of the members entitled to vote. Any proposed amendment which makes substantive changes relative to the assessment, lien or maintenance provisions of this document shall not be adopted without prior approval of the Board of Supervisors of Mariposa County. The terms of the Association and agreement shall not be amended to a shorter life than that set forth in Section Seven(g) without prior approval of the Board of Supervisors of Mariposa County.

SECTION TEN
LIABILITIES

Nothing in these bylaws shall constitute members of the association as partners for any purpose. No member, officer, agent, or employee shall be liable for the acts or failure to act
of any other member, officer, agent, or employee of the association. Nor shall any member, officer, agent, or employee be liable for his or her acts or failure to act under these bylaws, excepting only acts or omissions arising out of his or her willful misfeasance.

SECTION ELEVEN
Funds

(a) Finances. This association is not intended as a profit-making organization, nor is it founded with the expectation of making a profit. The association shall use its funds only for objects and purposes specified in these bylaws.

(b) Bonding. Persons entrusted with the handling of association funds may be required, at the discretion of the executive committee, to furnish, at association expense, a suitable fidelity bond.

Joseph C. Silva

ACKNOWLEDGMENT

State of California  )

) ss

County of Mariposa  )

On 11-29-93 before me, Maria M. Bernard, NOTARY PUBLIC, personally appeared JOSEPH C. SILVA, personally known to me, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public
RECISSION OF ROAD MAINTENANCE ASSOCIATION DECLARATION OF SPRING HILL ESTATES II, PHASE 2

That certain Road Maintenance Association Declaration Recorded December 28, 1993 as document number 93-7070, executed by Joseph C. Silva and effecting that parcel of land described as Lots 17& 25, as shown on that certain map entitled "Map of Spring Hill Estates II " (phase 2), recorded October 24, 1991 in the Book of Maps at Page 2373, Mariposa County Records; being portions of Section 29, Township 5 South, Range 19 East, Mount Diablo Base and Meridian is hereby rescinded.

__________________________
Joseph C. Silva

ACKNOWLEDGEMENT

State of California    
County of Mariposa    

On _______________ before me, __________________, a Notary Public, personally appeared, JOSEPH C. SILVA, [ ] personally known to me - [ ] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

__________________________
Notary Public
RECORDED REQUESTED BY AND
WHEN RECORDED MAIL TO

Joe Silva
5021 Silva Road
Mariposa, CA 95338

APNs 014-190-054, 014-190-072

---

RESTATED AND AMENDED ROAD MAINTENANCE
ASSOCIATION DECLARATION
OF
SPRING HILL ESTATES II, PHASE 2

SECTION ONE
OFFICES

The principal office of the unincorporated association shall be located at 5021 Silva Road, Mariposa, California 95338.

SECTION TWO
PURPOSES AND OBJECTS

In amplification of the purposes for which the unincorporated road maintenance association has been formed, the purposes and objects are as follows:

(a) To monitor and maintain a community road system. For any and all legally created parcels whether created now or in the future in the "SUBDIVISION." "SUBDIVISION" shall be that parcel of land described as Lots 17 & 25, as shown on that certain map entitled "Map of Spring Hill Estates II" (phase 2), recorded October 24, 1991 in the Book of Maps at Page 2373, Mariposa County Records: being portions of Section 29 AND 30, Township 5 South, Range 19 East, Mount Diablo Base and Meridian

   (1) Association shall perform monitoring and maintenance of Jenny Lane within the subdivision. The level and extent of maintenance shall be to grade the surface of the road and ditches twice a year and to clean the drainage ditches twice a year.

   (2) Association shall also rock the road as necessary to maintain road in original condition.

   (3) Association shall immediately repair any significant failure. Said failures shall include but not be limited to those identified by the Mariposa County Public Works Department.

   (4) Association shall prepare and annual maintenance report by a qualified individual.

(b) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and object, and to exercise all rights, powers and privileges of ownership to the same extent as natural persons might or could do.
(c) This Road Maintenance Association is being formed as a requirement of the subdivision process.

SECTION THREE
MEMBERS

(a) Class of Members. The association shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner, as distinguished from a security owner, of a parcel in the “SUBDIVISION” in the County of Mariposa, State of California, as herein particularly described, shall be a member.

(2) Membership shall include and undertaking by the owner to comply with and be bound by this declaration and amendments thereto, and the policies, rules and regulations at any time adopted by the association in accordance with this declaration. Membership shall be accompanied by payment of the first year’s dues in advance.

(3) Membership in this association shall terminate on such member’s ceasing to be a beneficial owner of a parcel, in or on the property described in this declaration.

(b) Voting Rights. One member in good standing from each parcel shall be entitled to vote on each matter submitted to a vote of the members, so that each parcel shall have one vote. Where to or more members own a parcel, only one vote for such parcel owned shall be allowed, and such joint members shall designate and register with the secretary of the association the name of that member entitled to cast such single vote.

(1) At membership meetings all votes shall be cast in person, or by proxy registered with the secretary.

(2) The board of directors is authorized to establish regulations for voting by mail.

(c) Assignment of Rights. A beneficial owner who is a member of the association may assign his or her membership rights to the tenant residing in or on the beneficial owner’s parcel. Such assignment shall be effected by filing with the secretary of the association a written notice of assignment signed by the beneficial owner.

SECTION FOUR
MEETINGS OF MEMBERS

(a) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all offices and standing committees and for electing officers shall be held in the County of Mariposa, State of California, in January of each year, beginning with the year 1998. The time and place shall be fixed by the directors.

(b) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the board of directors.

(c) Special Meetings. A special meeting of the members may be called by the board of directors. A special meeting of the members must be called within 10 days by the president, or the board of directors, if requested by not less than two of the members having voting rights.
(d) Notice of Meetings. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than 10 days before the date of such meeting, or at the direction of the secretary.

(e) Quorum. The members holding fifty-one percent (51%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after 6 months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail. Where officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine.

SECTION FIVE
BOARD OF DIRECTORS

(a) General Powers. The affairs of the association shall be managed by the board of directors at a regular meeting.

(b) Number, Tenure and Qualifications. The number of directors shall be three and consist of the Officers of the Association. Each director shall be a member of the association.

(c) Regular meetings. The board of directors shall meet regularly at least annually, at a time and place it shall select.

(d) Special Meetings. A special meeting of the board of directors may be called by or at the request of the president or of any two directors.

(e) Notices. Notice of any special meeting of the board of directors shall be given at least ten (10) days prior to such meeting, by written notice delivered personally or sent by mail to each director. Any director may waive notice of any meeting.

(f) Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board.

(g) Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by this declaration.

SECTION SIX
OFFICERS

(a) Officers. The officers of the association shall be a president, a vice-president and a secretary/treasurer.

(b) Qualifications and Method of Election. The officers shall be directors of the association. shall be elected by the members and shall serve for a term of two years.

(c) President. The president shall preside at all meetings of the association and of the board of directors at which he or she is present, shall exercise general supervision of the affairs and activities of the association, and shall serve as a member ex officio of all standing committees.
(d) Vice-president. The vice-president shall assume the duties of the president during the president’s absence.

(e) Secretary/Treasurer. The secretary/treasurer shall keep the minutes of all of the meetings of the association and of the board of directors, which shall be an accurate and official record of all business transacted. The secretary/treasurer shall be custodian of all association records. The secretary/treasurer shall receive all association funds, keep them in a bank or other savings institution approved by the board of directors, and pay our funds only on notice signed by one other officer.

(g) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by a majority of the remaining officers appointing a member for the unexpired portion of the term. If the two remaining officers cannot agree on an appointment, an election by the membership shall be held to fill the vacancy.

SECTION SEVEN
FEES, DUES AND ASSESSMENTS

(a) Admission Without Fee. Record ownership of a parcel of the property particularly without payment of an admission fee, shall establish the owner as a member of the association.

(b) Annual Dues. The annual dues shall be the same for each member and shall be Seventy-five dollars ($75.00) per year subject to such modification as a majority of the directors may require, provided, however, that no increase above Fifty dollars ($50.00) per year may be determined without a majority of the members approving such increase.

(c) Payment of Dues. The annual dues shall be payable in equal semi-annual installments, due July 1, and January 1, the first such installment to be paid on the first day of the next semi-annual payment date after which a member is elected to membership, and all subsequent installments to be paid on the first day of each and every semi-annual payment date thereafter during the period of such membership.

(d) Special Assessments. Special assessments may be levied on members of this association only by a vote of the majority of all members of the association. The procedure for voting on proposed assessments shall be the same as the procedure provided in this declaration for voting on amendments to this declaration.

(e) Default in Payment of Dues or Assessments. When any member shall be in default in the payment of dues or assessments for a period of ninety (90) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have no rights of any kind arising out of membership in the association.

(f) Assignment of Dues. In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her parcel in the “SUBDIVISION”, he or she shall not be entitled to a refund but shall assign to the buyer of such parcel the benefit of paid dues. Any such buyer shall acquire the benefit of such paid up dues.

(g) Life of Unincorporated Association. This agreement for purposes of road maintenance is to be a part of the deed to the property and run with the land unless said maintenance is taken over by the County of Mariposa, a special district or other governmental agency. The agreement shall be binding on all parties and all persons claiming under them until January 1, 2024, at which time said covenants shall be automatically extended for successive periods of five years, unless by vote of the majority of the then owners in the parcels, it is agreed to change said covenants in whole or in part.
(h) Failure to Pay Assessments. Failure to pay assessments may be enforced through legal action by any member of the association or by the County of Mariposa.

SECTION EIGHT
FISCAL YEAR

The fiscal year of the association shall be the calendar year.

SECTION NINE
AMENDMENTS

Any proposed amendment to this declaration must be submitted in writing at any meeting of the members of the association. Such proposed amendments shall be discussed at the meeting of the members following the meeting at which the proposed amendment, and shall be voted on by the members of the association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by two members of the association, shall be read to the meeting by the secretary and shall be printed on ballots distributed to all members by mail.

A proposed amendment shall become effective when approved by a majority of the members entitled to vote. Any proposed amendment which makes substantive changes relative to the assessment, lien or maintenance provisions of this document shall not be adopted without prior approval of the Board of Supervisors of Mariposa County. The terms of the association and agreement shall not be amended to a shorter life than set forth in Section Seven (g) without prior approval of the Board of Supervisors of Mariposa County.

SECTION TEN
LIABILITIES

Nothing in this declaration shall constitute members of the association as partners for any purpose. No member, officer, agent, or employee shall be liable for the acts or failure to act of any other member, officer, agent, or employee of the association. Nor shall any member, officer, agent, or employee be liable for his or her acts or failure to act under this declaration, excepting only acts or omissions arising out of his or her willful misfeasance.

SECTION ELEVEN
FUNDS

(a) Finances. This association is not intended as a profit-making organization, nor is it founded with the expectation of making a profit. The association shall use its funds only for objects and purposes specified in these bylaws.

(b) Bonding. Persons entrusted with the handling of association funds may be required, at the discretion of the board of directors, to furnish, at association expense, a suitable fidelity bond.

Joseph C. Silva

ACKNOWLEDGEMENT

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On __________ before me, ______________________, a Notary Public, personally appeared, JOSEPH C. SILVA, [ ] personally known to me - [ ] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

__________________________
Notary Public