

**By Laws of  
CARSON PASS PINES MAINTENANCE ASSOCIATION, INC  
A California Nonprofit Corporation**

**RECITALS**

The Original Declarations are hereby amended, superseded and restated in their entirety to read as set forth in the Declaration.

**Article I, OFFICE**

The principal office of this nonprofit corporation shall be located in the unincorporated portion of the County of Amador, State of California.

**Article II, MEMBERSHIP**

2.1 MEMBERSHIP: Any person holding a fee interest in one or more lots of real property in existing subdivision named above is a member in this corporation and shall be bound by the Articles of Incorporation, by the Bylaws, and by such rules and regulations as the Directors may from time to time adopt.

(Ref CC&R's 4.2)

2.2 The Corporation shall have two classes of membership as described below. Each Parcel or lot is one membership.

(a) Active Membership: Includes all parcels of land bordering on subdivision roads within the Carson Pass Pines Subdivision. Each Active Membership shall be entitled to one vote for each separate parcel of land owned within the Carson Pass Pines Subdivision, providing all dues and assessments have been paid in full at the time and election held.

(b) Associate Membership: Includes all parcels of land having addresses on Shake Ridge Road or Buckboard Dr and within the Carson Pass Pines Subdivision. Associate Membership does not have voting rights on matters related to internal roads of the subdivision.

## Article III, ASSESSMENTS

### 3.1 REGULAR ASSESSMENTS.

(a) Not less than forty-five (45) days (JAN 15) prior to the beginning of the next fiscal year, the Association shall estimate the total amount required to fund the expenses for the next succeeding fiscal year, including additions to any reserve fund established to defray the costs of future replacement or additions to the Roads, by preparing and distributing to all of the Owners a budget (the "Budget"). The Budget shall segregate the expenses for the Public Road Lots and all other Lots within the Development.

(b) The total annual expenses estimated in the Budget, less projected income from sources other than Assessments, shall become the aggregate Regular Assessments for the next succeeding fiscal year; however, except as provided in subsection (c) below, the Association may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding fiscal year without the vote or written Assessment of the Owners of the Lots, constituting a majority of the votes.

(c) The requirement of a Lot Owner vote to approve Regular Assessment increases in excess of twenty percent (20%) of the previous year's Regular Assessment shall not apply to Assessment increases necessary to address emergency situations. For purposes of this subsection (c), an emergency situation is any of the following:

(i) extraordinary expense required by an order of the court.

(ii) extraordinary expense necessary to repair or maintain the Roads that could not have been reasonably foreseen by the Board of Directors in preparing and distributing the budget pursuant to subsection (a) above, provided that, prior to the imposition or collection of an Assessment under this subsection (ii), the Board of Directors shall prepare written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board of Director's findings shall be distributed to the Owners together with the notice of Assessment.

(d) Not less than forty-five (45) days (Jan 15) prior to the beginning of the next fiscal year, the Association shall mail to each Owner, at the street address of the Owner's Lot or at such other address as the Owner may time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year.

(e) If, for any reason, the Board of Directors fails to make an estimate of the expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year shall be assessed against each Lot Owner,

(Ref CC&R's 6.5)

3.2 SPECIAL ASSESSMENTS: The Board of Directors may levy a Special Assessment if it, in its discretion, determines that the available funds are or will become inadequate to meet the estimated expenses, including the maintenance of appropriate reserves, for a particular fiscal year for any reason, including, but not limited to unanticipated delinquencies, costs of construction, unexpected repairs to, or replacement of, capital Improvements or otherwise. The Board of Directors shall determine the amount necessary to meet the estimated expenses, and if the amount is approved by the majority vote of the Owners, it shall become a Special Assessment. (Ref CC&R's 6.6)

3.3 ASSOCIATE MEMBERSHIP: Associate Members shall be exempt from that portion of the Association's Assessments attributable to the road maintenance obligations. (Ref CC&R's 6.2)

#### **Article IV, Due Dates, Late Charges and Interest**

4.1 At least ten (10) days prior to the commencement of any Regular or Special Assessment, each Owner shall be given written notice of the amount of Assessment, and the due date, or due dates if paid in installments, and the amount of each installment. The notice need only be given once for any Assessment paid in installments. Unless the notice specifies otherwise, the first installment due date shall be the first day of each fiscal year.

4.2 Any Assessment payment, including any installment payment, shall become delinquent if payment is not received within thirty (30) days after its due date. There shall be a late charge of ten percent (10%) or ten dollars (\$10.00), whichever is greater. A late charge may not be imposed more than once on any delinquent payment, but it shall not eliminate or supersede any charges imposed on prior delinquent payments.

4.3 Interest also shall accrue on any delinquent payment at the then current prime rate plus 2 percent. Interest shall commence thirty (30) days after the Assessment becomes due. (Ref CC&R's 6.9)

#### **Article V, MEETINGS OF MEMBERS**

5.1 ANNUAL MEETING: An annual meeting of members shall be held on the first Monday in February in each year, at such time and place as the Board of Directors designate. Appropriate for consideration at such meetings shall be the election of Directors, and such other corporate business as may come before the meeting. If the day fixed for the annual meeting

shall be a legal holiday in the State of California, such meeting shall be held on the next succeeding business day. If election of the Board of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of members conducted as soon thereafter as may be convenient.

5.2 SPECIAL MEETINGS: Special meetings of members may be called by the President, the Board of Directors, or not less than one-fifth of such members as may be qualified to vote.

5.3 PLACE OF MEETING: The Board of Directors may designate any place, within the County of Amador, State of California as the place of meeting for any annual or special meeting of members.

5.4 NOTICE OF MEETINGS: Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered personally or by mail, to each member entitled to vote at such meeting not less than fifteen days nor more than sixty days prior to the date of such meeting, by or at the direction of the President, Secretary, or such other officers or persons as are calling the meeting. In case of special meetings, or when required by these or by law, the purpose or purposes for which the meeting is called shall be stated in the notice. If sent by mail, a notice of meeting shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the member at his address as it appears on the records of the Corporation at the time of mailing.

5.5 INFORMAL ACTION BY MEMBERS: Any action required or permitted to be taken at any meeting of members, may be taken without such meeting if a consent in writing, setting forth the action to be taken, shall be signed by all members entitled to vote with respect thereto.

5.6 QUORUM: Authorized voting members or proxies holding greater than fifty percent of total votes which may be cast at any meeting shall constitute a quorum at such meeting.

5.7 PROXIES: At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after sixty days from its date of execution unless otherwise provided in the proxy.

5.8 VOTING BY MAIL: Where Directors or Officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

5.9 CUMULATIVE VOTING: At any election for Board of Directors of this Corporation, each and every member entitled to vote may cumulate his vote and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which he is entitled, or each member may distribute his votes among as many candidates for Directors as the member thinks proper.

The candidates for Director receiving the highest number of votes to the number of Directors to be elected will be deemed elected.

## **Article VI, Directors**

6.1 NUMBER: The authorized number of Directors of this Corporation shall be five as set forth in Article VI of the Articles of Incorporation.

6.2 TERM OF OFFICE: The term of office of each Director shall be for one year, and extended until the qualification of his successor in office.

6.3 POWERS: Except as otherwise provided in the Articles of Incorporation, or Bylaws, the powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by the Board of Directors, which may, however, delegate the performance of any duties or the exercise of any powers to such officers agents as the Board may from time to time, by resolution, designate. Changes of regular or special assessments shall require approval by three-fifths of the Board of Directors.

6.4 REPLACEMENT OF DIRECTORS: Whenever a vacancy exists on the Board of Directors, whether by death, resignation or otherwise, the vacancy shall be filled by a majority of remaining directors at a regular or special meeting of the Board. Any person appointed or elected to fill the vacancy of a Director shall have the same qualifications as were required of the Director whose office was vacated.

Any Director may be removed, with or without cause, by the vote of three-fifths of the members of the Board of Directors at a special meeting called for that purpose. At any such meeting, any vacancy caused by the removal may be filled.

Any person appointed or elected to fill a vacancy, in the Board of Directors shall hold office for the unexpired term of his predecessor in office, subject to the power of removal contained herein.

6.5 COMPENSATION: No member of the Board of Directors shall receive any compensation from the Corporation.

6.6 MEETINGS: Meetings shall be held at such place or places as the Board of Directors may from time to time designate; or, in the absence of such designation, at the principal office of the Corporation.

Regular meetings shall be held once each quarter as soon as convenient after the first annual meeting of members. Notice of such meetings shall be noticed by the Secretary-Treasurer and mailed to each member at the address last recorded on the books of the Corporation, not less than fifteen nor more than sixty days prior to the date thereof; provided however, that this requirement may be waived by resolution of the Board of Directors.

All meetings of the Board of Directors shall be governed by Robert's Rules of Order, including such revisions thereof as may from time to time be published, except insofar as such rules are inconsistent with these Bylaws, with the Articles of Incorporation of this Corporation, or with applicable law.

6.7 ACTION WITHOUT MEETING: No meeting need be held by the Board of Directors to take any action required or permitted to be taken by law, provided all members of the Board shall individually or collectively consent in writing to such action, and such written consent or consents is filed with the minutes of the proceedings of the Board. Action by written consent shall have the same force and effect as action by unanimous vote of Directors. Any certificate or other document filed under any provision of law which related to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that Articles of Incorporation and Bylaws authorize the Directors to so act. Such a statement shall be prima facie evidence of such authority.

6.8 LIABILITY OF DIRECTORS: The Directors of this Corporation shall not be personally liable for its debts, liabilities, or other obligations.

## **Article VII, OFFICERS**

7.1 OFFICERS: The Officers of the Corporation shall be a President; one or more Vice-Presidents as shall be determined by the Board of Directors, a Secretary-Treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries, and one or more Assistant Treasurers as it shall deem advisable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two

or more offices may be held by the same person, except the offices of President and Secretary-Treasurer.

**7.2 ELECTION AND TERM OF OFFICE:** The Officers of this Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified.

**7.3 REMOVAL:** Any Officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the interests of the Corporation would thereby be best served. Any such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

**7.4 VACANCIES:** A vacancy in any office, whether due to death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**7.5 PRESIDENT:** The President shall be the Chief-Executive Officer of the Corporation, and shall exercise general supervision and control over all activities of the Corporation. He shall preside at all meetings of members and of Directors. He may sign, with the Secretary or other Officer duly authorized by the Board of Directors, any instruments or documents the execution of which has been authorized by the Board of Directors, except in cases where the signing and execution thereof shall have been expressly delegated by the Board of Directors, by these s, or by law to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

**7.6 VICE-PRESIDENT:** In the absence of the President or in the event of his inability or refusal to act, the Vice-President, or Vice-Presidents in the order of their election, shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the President. Any Vice-President shall perform such additional duties as may from time to time be assigned him by the President or by the Board of Directors.

**7.7 SECRETARY-TREASURER:** If so required by the Board of Directors, the Secretary-Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such



surety or sureties as the Board of Directors may deem appropriate. The Secretary-Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, or other financial institutions having depositaries, as shall be selected by the Board of Directors; and in general perform all duties incidental to the office of Secretary-Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Directors. The Secretary -Treasurer shall keep the minutes of meetings of members and of the Board of Directors, in one or more books provided for that purpose; see that all notices are duly given in accordance with these s or as required by law; be custodian of the corporate records and of the seal of the Corporation; keep a membership book containing the names and addresses of all members and Directors of the Corporation, and with respect to any membership which has been terminated, record that fact together with the date of termination; exhibit to any Director of the Corporation, or to his agent, or to any person or agency authorized by law to inspect them, at all reasonable times and on demand, these s, the Articles of Incorporation, the membership book, the minutes of any meeting and the other records of the Corporation.

7.8 ASSISTANT SECRETARY-TREASURERS: The Assistant Secretary-Treasurers, in general, shall perform such duties as may be assigned to them by the Board of Directors, the President, and the Secretary-Treasurer of the Corporation. If so required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors may deem appropriate.

## **Article VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

8.1 CONTRACTS: The Board of Directors may, by resolution duly adopted, authorize any officer or officers, agent or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general, or confined to specific instances.

8.2 GIFTS AND CONTRIBUTIONS: The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise of any property whatsoever, for the general and special purposes of the Corporation.

8.3 DEPOSITS: All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, or other depositaries as the Board of Directors may select.



8.4 CHECKS, DRAFTS AND ORDERS OF PAYMENT: All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents, of the Corporation and in such manner as the Board of Directors shall from time to time by resolution determine. In the absence of such determination, such instruments shall be signed by the Treasurer or an Assistant-Treasurer, and countersigned by the President or a Vice-President of the Corporation.

## **Article VIII. MISCELLANEOUS**

9.1 BOOKS AND RECORDS: The Corporation shall prepare and maintain correct and complete books and records of account and shall also keep minutes of the meetings of its members, Board of Directors, and shall keep at the registered or principal office a membership book giving the names and addresses of members Entitled to vote. All books and records of the Corporation may be inspected by any director, or member, or the agent or attorney of either, or any proper person at any reasonable time.

9.2 FISCAL YEAR: The fiscal year of the Corporation shall begin on the first day of March and end on the last day of February in each year.

9.3 CORPORATE SEAL: The Board of Directors shall provide a corporate seal of a type required by law.

9.4 WAIVER OF NOTICE: Whenever any notice is required to be given under the provisions of the General Corporation Law of California or under the provisions of the Articles of Incorporation or the s of this Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **Article X. AMENDMENTS**

10.1 POWER OF MEMBERS TO AMEND ARTICLES: The articles of this Corporation may be amended, repealed, or added to or new articles may be adopted by the vote or written assent of the majority of the members entitled to vote or by the vote of a majority of a quorum at a meeting duly called for the purpose of amending articles.

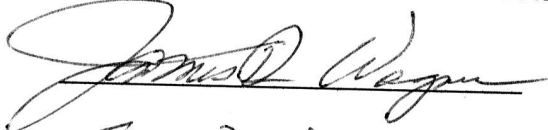
10.2 POWER OF BOARD OF DIRECTORS TO AMEND ARTICLES:

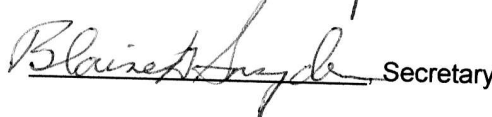
Subject to the limitation of the Articles of Incorporation, these articles, and the General Nonprofit Corporation Law of California, concerning corporate action that must be authorized or approved by the members of the Corporation, the articles of this Corporation may be amended, repealed, or added to, or new articles may be adopted by four-fifths vote of approval of the Board of Directors.

In WITNESS WHEREOF, Board Members of the Carson Pass Pines Maintenance Association, Inc., consisting of a least a majority of the board affirm, approve, and adopt this BY LAWS by means of the signatures of the President and Secretary of the Association.

Date 7-10, 2007

CARSON PASS PINES MAINTENANCE ASSOCIATION, INC

  
JAMES D. WAGNER President

Blaine D. Snyder  
 Secretary



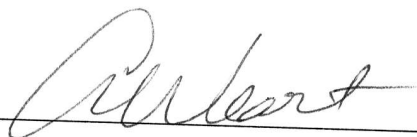
## CERTIFICATE OF ACKNOWLEDGMENT

State of California )  
County of Amador )SS

On 7/10/07, before me, A. Weart, a Notary Public  
personally appeared

James D. Wagner and Blaine D. Snyder,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)

