



**LAKE DON PEDRO  
OWNERS' ASSOCIATION  
BYLAWS**

**September 1, 2000**

5182 Fuentes De Flores  
La Grange, CA 95329  
(209) 852-2312  
Fax (209) 852-2771

# LAKE DON PEDRO OWNERS' ASSOCIATION BYLAWS

September 1, 2000

## DEFINITIONS

**Application of Definitions.** Unless the context otherwise requires, the terms defined below shall have the meanings as defined in the LAKE DON PEDRO OWNERS' ASSOCIATION BYLAWS for all purposes of the Bylaws and the Restrictions. These definitions are equally applicable to both the singular and the plural forms of the defined terms.

**Architectural Board** – means the architectural board described in the Tuolumne County Restrictions and the Environmental Control Committee described in the Mariposa County Restrictions. The Architectural Board is a committee appointed by the Board to consider and take action with respect to proposed Improvements in the Subdivision.

**Articles or Articles of Incorporation** – means the Articles of Incorporation of the Association, as amended from time to time.

**Association** – means the Lake Don Pedro Owners' Association.

**Board** – means the Board of Directors of the Association.

**Bylaws** – means this document as it may be amended from time to time.

**Fiscal Year** – means the calendar year, or any other period of twelve (12) consecutive calendar months adopted from time to time by the Association by Bylaw or Board resolution as its Fiscal Year. In the event the Association changes its fiscal year, "Fiscal Year" shall be deemed to include any interval between the end of the previous complete fiscal year and the beginning of the newly adopted fiscal year.

**Improved Lot** – means any Lot for which a certificate of occupancy has been issued by the applicable governmental agency for a Unit located upon such Lot, or upon first occupancy of the Unit located upon such a Lot, whichever is the earlier.

**Improvements** – means all improvements and includes, without limitations: 1) buildings, outbuildings, sheds, basements, and storage buildings; 2) roads, driveways, walkways, and retaining walls; 3) fences, gates, walls, sound walls and retaining walls; 4) stairs, decks, hedges, windbreaks; 5) poles, antennae and signs; 6) pumps, fountains, aerators, swimming pools, spas, and hot tubs; 7) mechanical, utility and communication installations, whether above- or underground; and 8) any work, structure and excavation of any kind, whether temporary or permanent, and anything deemed to be a "work of improvement" as defined in California Civil Code Section 3106.

**Lot** – means any lot or parcel located within the Subdivision. "Lot," when used with a number or letter or other specific limitation refers to the specific Lot so designated on the subdivision or parcel map specifically referenced, including Common Area. Upon the splitting of a Lot or the consolidation of Lots or the adjustment of any Lot's boundaries, "Lot" shall refer to the resulting Lots or parcels. "Lot," when not used with a specific number or letter or other specific limitation, means any of the Lots within the Subdivision but does not refer to Common Area. "Lot" includes all Improvements on or to such Lots or parcels. The term "Lot" also includes any "separate interest" within a "common interest development," as such terms are defined in California Civil Code Sections 1351(c) and 1351(l).

**Member** – means any one (1) or more persons or entities holding Membership in the Association. “Membership” means membership in the Association by Owners as described in ARTICLE 4 of the Bylaws.

**Member in Good Standing** – means any Member who is not delinquent in the payment of assessments and other charges due to the Association.

**Notice** – means any notice delivered to an Owner or to the Association pursuant to these Bylaws.

**Occupant** – means any natural person properly residing in a Unit, whether as an Owner, tenant, or a member of an Owner’s or tenant’s family.

**Owner** – means any person or entity holding all or any undivided part of the fee title to a Lot. Such fee interest must be an interest that would be disclosed by a search of title in the office of the recorder of Tuolumne County or Mariposa County, except that a purchaser under an executory installment land sales contract is an Owner whether or not such interest is shown of record. A mortgagee or other holder of a security interest in and to a Lot is not an Owner. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustees of such trust. A person or entity is not an Owner due to: 1) community property or other marital rights where the person asserting such rights is not shown of record as an Owner; 2) rights of adverse possession not adjudicated and shown of record as an Owner; or 3) other equitable rights where the person asserting such rights is not shown of record as an Owner. The Association is not an Owner.

**Restrictions** – means a certain series of documents that apply to the Subdivision and were recorded in the counties of Tuolumne and Mariposa. The term “Tuolumne County Restrictions” means the documents which are each entitled “Declaration rescinding Covenants, Conditions and Restrictions and Imposing Covenants, Conditions and Restrictions and are recorded as follows: 1) September 30, 1968, in Volume 257, Page 686, as Instrument No. 6984, Official Records of Tuolumne County; 2) September 30, 1968, in Volume 257, Page 695, as Instrument No. 6985, Official Records of Tuolumne County; 3) November 25, 1968, in Volume 261, Page 686, as Instrument No. 9351, Official Records of Tuolumne County. The term “Mariposa County Restrictions” means the documents which are described as follows: 1) “Declaration of Restrictions Lake Don Pedro Unit 1-M,” recorded July 18, 1969, in Volume 115, Page 35, as Instrument No. 1137, Official Records of Mariposa County, as amended by that certain “Amendment to Declaration of Restrictions Lake Don Pedro Unit 1-M,” recorded August 13, 1969, as Instrument No. 1291, Official Records of Mariposa County; 2) “Declaration of Restrictions Lake Don Pedro Unit No. 2-M,” recorded September 15, 1969, in Volume 116, Page 70, Official Records of Mariposa County; and 3) “Declaration of Restrictions Lake Don Pedro Unit No. 3-M,” recorded December 16, 1969, in Volume 117, as Instrument No. 2709, Official Records of Mariposa County. The term “Restrictions” refers to each of the separate documents included in the list of Tuolumne County Restrictions and in the list of Mariposa County Restrictions in the aggregate, unless the context indicates otherwise.

**Subdivision** – means the real property subject to the Restrictions. The Subdivision is a “planned development” within the meaning of Section 1351(k) of the California Civil Code.

**Unimproved Lot** – means any Lot which is not an Improved Lot.

**Unit** – means the Improvements located on each Lot comprising a single-family residential dwelling and appurtenances.

# LAKE DON PEDRO OWNERS' ASSOCIATION BYLAWS

September 1, 2000

## ARTICLE I

### Identification

**Section 1.** Name. The name of this corporation is LAKE DON PEDRO OWNERS' ASSOCIATION which shall be referred to herein for convenience as the "Association."

**Section 2.** Principal Office. The principal office of the Association shall be in the County of Tuolumne, State of California.

## ARTICLE II

### Purpose and Powers

**Section 1.** Purpose. The primary purpose of the Association shall be to further and promote the common interests and welfare of its Members within the subdivided land area situated in Mariposa and Tuolumne counties, California known and to be known generally as Lake Don Pedro, referred to herein for convenience as the "Subdivision."

**Section 2.** Powers. The Association shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote its object and purposes, except carrying on a business or trade for profit, and in connection therewith shall have but shall not be limited to, the following powers:

- (a) To acquire real or personal property by gift, purchase or other means;
- (b) To own, hold, enjoy, lease, operate, maintain, convey, sell, assign, transfer, mortgage or otherwise encumber, or dedicate for public use, any real or personal property owned by it;
- (c) To exercise the powers and functions granted to it in the recorded restrictions of each unit in the Subdivision;
- (d) To construct, maintain and operate recreational facilities of all kinds within the Subdivision;
- (e) To care for vacant, unimproved or unkept lots;
- (f) To maintain, rebuild, repair, beautify and otherwise care for all streets within the Subdivision not subject to maintenance by governmental authority;

- (g) To pay taxes and assessments, if any, levied by any governmental authority on property owned by it;
- (h) To enforce charges, easements, restrictions, covenants and agreements existing upon or created for the benefit of the real property in the Subdivision;
- (i) To appoint such committees as may be necessary to, or convenient in, the discharge of any of its obligations or powers;
- (j) To prescribe and to levy subject to ARTICLE VIII hereof, an annual charge upon its Members to declare the same a lien against the property subject thereto in accordance with the recorded restrictions of each unit in the Subdivision;
- (k) To prescribe and enforce motor vehicle speed limits within the Subdivision;
- (l) To sue to collect any charges not paid and in connection therewith to foreclose any lien granted to it;
- (m) To borrow money, contract debts, and issue bonds, notes and debentures, and secure the payment or performance of its obligations;
- (n) To expend its moneys for the payment and discharge of all proper costs, expenses and obligations incurred in carrying out all or any of these powers in furtherance of its purposes and objectives;
- (o) To contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;
- (p) To contract and pay for maintenance, gardening, utilities, materials, supplies and services relating to property or facilities owned or operated by it and to employ personnel reasonably necessary for the administration of its affairs including legal counsel and accountants; and
- (q) To do all other acts necessary or expedient for the administration of its affairs and the attainment of its purposes.

### **ARTICLE III**

#### **Membership**

**Section 1.** Classes. There shall be two (2) classes of Membership in the Association, i.e., Members and Associate Members.

**Section 2. Members.** Membership shall be appurtenant to lots (as the same as defined herein) in the Subdivision and all persons who become owners thereof shall, by reason of such ownership, become and hereby are made Members of the Association. The Subdivision developer shall be a Member by reason of its inventory of unsold lots.

Members shall be limited to the owners of not less than one (1) lot (as the same as defined herein) in the Subdivision. Only one (1) of any number of co-owners of a lot shall be a Member. A lot held by a husband and wife in any form of joint ownership, including community property, shall qualify the owners for one (1) Membership only, to be issued in the name of the husband unless otherwise directed.

Ownership of more than one (1) lot shall entitle the owner to all the rights and privileges of Membership and shall subject such owner to all the liabilities and duties thereof that are attendant to the ownership of each lot separately; provided, however, that the Association may issue a single certificate or other evidence of Membership relating to all of such lots; and provide further that the owner of more than one (1) lot shall be considered as a single Member only for purposes of notice and determination of Associate Memberships.

A Member shall be entitled to one (1) vote for each lot in the Subdivision owned by such Member.

**Section 3. Associate Members.** The following shall be entitled to Associate Membership in the Association.

- (a) Co-owners of any lot;
- (b) The spouse and/or children of a Member who also have the same residence as the Member;
- (c) Any person who is a tenant or regular occupant of any unit in any multifamily residential building or guesthouse, inn or hotel facility within the Subdivision; and
- (d) Officers and Directors of the Association not otherwise a Member by reason of lot ownership pursuant to Section 2 of this ARTICLE III.

Persons qualifying under more than one (1) of the above categories shall, nevertheless, be entitled to only a single Associate Membership.

Associate Members shall have no vote or right to notice of any meeting of Members, regular or special. Associate Members shall not be required to pay an annual charge but shall be entitled to enjoy all the privileges of Membership, subject however, to their observance of all rules and regulations governing the conduct of Members.

Associate Membership shall cease automatically upon termination of the status giving rise to such Membership.

**Section 4. Lot Defined.** For purposes of these Bylaws, "lot" or "lots" shall be defined as consisting of:

- (a) All subdivided lots described and set forth in unit maps of the Subdivision from time to time recorded in the Office of the County Recorder of Mariposa County, California, or of Tuolumne County, California; and
- (b) Each unit of any multiple family residential building or guesthouse, inn or hotel facility within the Subdivision.

**Section 5. Privileges.** Members and Associate Members, and the guest of each, shall have the use of the streets and parks in the Subdivision and any other property or facilities from time to time owned by the Association, subject to the provisions of the restrictive covenants of the various units of the Subdivision from time to time recorded and such other rules for the use of the streets, parks or other property or facilities as may be adopted by the Board of Directors of the Association.

## **ARTICLE IV**

### **Evidence of Membership and Transfer**

**Section 1. Membership Certificates.** Certificates of Membership in the Association shall be issued to Members only. They shall be in such form as the Board of Directors shall designate and shall be issued over the signature of the President or Vice President and Secretary or Assistant Secretary. A certificate book shall be maintained in which shall be shown the name of the Member, the certificate number, date of issue and a sufficient description of the lots giving rise to such Membership. Membership of the Subdivision developer need not be evidenced by certificates of Membership.

**Section 2. Transfer.** Membership in the Association is transferable only upon the conveyance of the lot giving rise to such Membership and any other attempted transfer or assignment of Membership shall be null and void. Transfers of record which occur by reason of the conveyance of any lot subsequent to the initial conveyance from the Subdivision developer shall be subject to a fee of \$25.00 (twenty-five dollars) and to the payment of all indebtedness to the Association of the Member whose Membership is transferred.

**Section 3. Issuance.** Members shall be entitled to exercise all of the rights and privileges of Membership, and they shall be subject to all of the obligations and liabilities thereof, without the actual issuance and possession of certificates of Membership; provided, however, that the Association shall incur no liability for failure to give adequate notice to Members not of record.

**Section 4. Membership Cards.** The Association may issue cards to Members and/or Associate Members from time to time as the Board of Directors may deem necessary to assure proper control and identification. In any event, a roster of Associate Members shall be kept sufficiently current to assure proper identification and control.

## ARTICLE V

### Meeting of Members

**Section 1.** Place of Meetings. Any meeting of the Members of the Association shall be held in Mariposa or Tuolumne Counties, California, at such particular place therein as stated in the notice for such meeting.

**Section 2.** Annual Meeting.

- (a) Time and Date. The annual meeting of the Members of the Association for the election of Directors whose terms will expire in such year, and for the transaction of such other business as may properly come before the meeting, shall be held on the second Saturday of October beginning at 10:00 a.m. at the Hacienda.
- (b) Notice. Written notice of each annual meeting shall be given to each Member, either personally or by mail or other means of written communication, charges prepaid, addressed to such Member at his record address appearing on the books of the Association. All such Notices shall be sent to Members not less than ten (10) days nor more than ninety (90) days before each meeting, if Notice is mailed by first-class registered or certified mail. If Notice is given by mail and is not mailed by first-class registered or certified mail, then it must be mailed not less than twenty (20) days before the meeting. Notice shall specify the place, the date and the hour of such meeting, and shall also state the general nature of the business or proposal to be considered or acted upon at such meeting. Notice shall include those matters which the Board, at the time of the giving of Notice, intends to present for action by the Members. Any proper matter may be presented at the meeting for such action, except those matters requiring specific Notice pursuant to applicable laws.

**Section 3.** Special Meetings. Special meetings of the Members for any purpose or purposes whatsoever may be called at any time by the President, or by a majority of the Board of Directors, or by one (1) or more Members holding not less than forty percent (40%) of the voting power of the Association. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of Members. Notices of any special meeting shall be sent to each Member entitled thereto not less than twenty-one (21) days or more than sixty (60) days before such meeting and shall specify, in addition to the place, date and hour of such meeting, the general nature of the business to be transacted.

**Section 4.** Adjourned Meetings and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the voting power of which is either present in person or represented by proxy thereat but in the absence of a quorum, no other business may be transacted at any such meeting.



When any Members' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken.

**Section 5. Quorum.** The presence in person or by proxy of the holders of forty percent (40%) of the Membership entitled to vote at any meeting shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

If any meeting, annual or special, cannot be held for lack of a quorum, the same may be adjourned as hereinabove provided, for a period of not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be reduced to the presence in person or by proxy of not less than twenty-five (25%) of the Membership entitled to vote.

**Section 6.01 Voting Rights.** Except as otherwise provided by law, only Members in Good Standing and not suspended as defined in this section as of the record date for voting purposes, fixed as provided in ARTICLE IX, Section 1, of these Bylaws shall be entitled to vote at such meeting. By resolution, the Board may suspend the voting rights arising from a Lot for the period during which any assessment or other charge due the Association from such Lot remains unpaid and delinquent. Fractional voting is not permitted. Voting may be by: voice vote or by secret ballot; provided, however, that all elections for Directors and all other matters to be voted upon at a meeting of the Membership shall be by secret ballot if a demand for a secret ballot is made by a Member before voting begins. Every Member entitled to vote at any election for Directors shall have the right to cumulate his votes and give one (1) candidate a number of votes equal to the number of votes to which Member is entitled, or to distribute such Member's votes on the same principle among as many candidates as such Member thinks fit. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected. Members may not cumulate votes unless a Member has first given notice of that Member's intention to do so at the meeting, pursuant to California Corporation Code Section 7615 (b).

**Section 6.02 Member in Good Standing.** "Member in Good Standing" means any Member who is not delinquent in the payment of assessments and other charges due to the Association.

**Section 7. Action Without Meeting.** Any action, except as otherwise provided by law, which, under the applicable provisions of law may be taken at a meeting of the Members, may be taken without a meeting, if authorized in writing by all of the Members who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association.

**Section 8.** Proxies. Every Member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such or his duly authorized agent and filed with the Secretary of the Association; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies the length of time for which such proxy is to continue in force, which in no event shall exceed seven (7) years from the date of its execution.

## ARTICLE VI

### Directors

**Section 1.** Powers. Subject to any limitations of the articles of incorporation, of these Bylaws, and of the General Nonprofit Corporation Law of California, and subject to the duties of Directors as prescribed by these Bylaws, all corporate powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Directors shall have the following powers:

- (a) To select and remove all officers, agents and employees of the Association and prescribe such powers and duties for them as may not be inconsistent with law, and the articles of incorporation or these Bylaws;
- (b) To conduct, manage and control the affairs and business of the Association and to make such rules and regulations therefore not inconsistent with law, with the articles of incorporation or these Bylaws, as they, in their discretion, may deem proper;
- (c) To change the principal office for the transaction of business of the Association from one location to another within the same county as provided in ARTICLE I, Section 2, hereof; to designate the place of the holding of any Members' meeting or meetings; and to adopt, make and sue a corporate seal, and to prescribe the forms of Membership certificates and/or Membership identification cards, from time to time, as in their judgment they may deem advisable;
- (d) To take such actions as may be necessary to implement any of the powers of the Association as provided in ARTICLE II, Section 2, hereof, and;
- (e) To appoint an Executive Committee and other committees, and to delegate to such Executive Committee any of the powers and authority of the Board in the management of the business and affairs of the Association except the power to adopt, amend or repeal Bylaws. Any such Executive Committee shall be composed of three (3) or more Directors.

**Section 2.** Number and Qualification. The authorized number of Directors of the Association shall be seven (7) until changed by an amendment of the articles of incorporation or by a Bylaw amending this Section duly adopted by the Members. Directors shall be Members

for at least three (3) years prior to election and while in office, and shall be Members in Good Standing for at least one (1) year prior to election and while in office. Directors must also comply with the meeting attendance requirement in ARTICLE VI, Section 5.02 while in office.

**Section 3. Election and Term of Office.** At each annual meeting of Members, the Directors shall be elected by the Members; provided, however, that if for any reason any such annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of Members held for that purpose. All Directors shall hold office until their respective successors are elected. Directors' terms of office shall be three (3) years in duration and staggered. At the initial election of seven (7) Directors, the newly-elected Directors shall designate among themselves three (3) Directors to serve three (3) year terms, two (2) Directors to serve two (2) year terms, and two (2) Directors for one (1) year terms. The Directors receiving the greatest number of votes of the Members shall have the first choice of term length followed by other Directors in order of the number of votes received. Thereafter, the Members shall vote for the candidates at each election to fill the positions vacated pursuant to this Section or upon other vacancy requiring a vote of the Members under these Bylaws.

**Section 4. Vacancies.** Vacancies in the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office until his successor is elected at an annual or special meeting of the Members.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased, or if the Members fail at any annual or special meeting of Members at which any Director or Directors are elected to elect the full authorized number of Directors to be voted for at that meeting, or if a vacancy is declared by the Board of Directors for any reason permitted by law.

The Members may elect a Director or Directors at any time to fill any vacancies not filled by the Directors. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board or the Members shall have the power to elect a successor, pursuant to the provisions hereof, to take office when the resignation is to become effective.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

**Section 5.01 Annual and Regular Meetings.** Immediately following each annual meeting of Members, the Board of Directors shall hold an annual meeting for purpose of organization, election of officers, and the transaction of such other business as may properly come before the meeting. Call and notice of such meetings to Directors are hereby dispensed with. In addition, the Board shall convene regular monthly meetings on the second Saturday of each month at the Hacienda, or at such other time and place on a monthly basis designated by Board resolution.

**Section 5.02 Director Attendance.** Directors are required to attend at least four (4) out of any six (6) consecutive regular Board meetings. The Board shall allow a reasonable number of absences from consecutive regular Board meetings for medical leave or other related purposes. Failure to comply with these requirements is grounds for removal of a Director by the Board.

**Section 6. Special Meetings.** Special meetings of the Board of Directors for any purpose or purposes may be held at any time upon call by the President or, if he is absent or unable or refuses to act, by any Vice President or by any two (2) Directors. Such meetings may be held at any place designated from time to time by resolution of the Board or by written consent of all Members of the Board.

Written notice of the time and place of special meetings shall be delivered personally to each Director or sent to each Director by mail or other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the principal office of the corporation is located at least seventy-two (72) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall constitute due, legal and personal notice to such Director.

**Section 7. Waiver of Notice.** The transactions at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or as approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 8. Quorum.** A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as thereafter provided. Every act or decision done or 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 of Directors unless a greater number be required by law or by the articles of incorporation.

**Section 9. Adjournment and Notice.** A quorum of the Directors may adjourn any Director's meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at any Director's meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the time and place of holding as adjourned meeting need not be given to absent Directors if the time and place be fixed at the meeting adjourned.

## ARTICLE VII

### Officers

**Section 1.** General. The officers of the Association shall be a President, one (1) or more Vice Presidents, a Secretary, and a Treasurer. Each of them shall be elected by the Board of Directors. The Association may also have such other officers, including one (1) or more Assistant Secretaries or Assistant Treasurers as may be appointed by the Board of Directors. Officers, other than the President, need not be Directors. One person may hold two (2) or more offices, except those of President and Secretary.

Each officer shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified; provided that officers may be appointed at any time by the Board of Directors for the purpose of initially filling an office or filling a newly created or vacant office.

**Section 2.** Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the Directors in office at the time, at any regular or special meeting of the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 3.** Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

**Section 4.** President. The President, who shall be a Member of the Board of Directors, shall be the chief executive officer of the Association shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Board of Directors. He shall be an officio Member of all the standing committees, including the Executive Committee, if any, and shall have the powers and duties of management usually vested in the office of president of a corporation, and such other powers and duties as may be prescribed by the Board of Directors of these Bylaws.

**Section 5.** Vice President. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all 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. The Vice President shall have such other powers and perform such duties as may be prescribed for them respectively by the Board of Directors, the President or these Bylaws.

**Section 6.** Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board of Directors may order, a book of minutes of all meetings

of Directors and Members, or a duplicate thereof, with the time and place of holding, whether regular or special, and, if special, how authorized the notice thereof, the names of those present at Directors' meetings, the number of Memberships present or represented at Members' meetings, and the proceedings thereof.

The Secretary shall keep or cause to be kept, in any form permitted by law, at the principal office or such other place as the Board of Directors may order, a Membership register, or a duplicate thereof, showing the names of the Members and their addresses, the description and number of lots, if more than one (1), upon which such Membership is based, the number and date of Membership certification issued, and the number and date of cancellation of Membership certificates surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board of Directors required by these Bylaws or by law to be given, and shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors, the President or these Bylaws.

**Section 7. Treasurer.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts and disbursements, gains or losses. The books of account shall at all times be open to inspection by any Director.

The Treasurer shall deposit all moneys and other valuables in the name of and to the credit of the Association with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors, the President or these Bylaws.

## **ARTICLE VIII**

### **Annual Assessment**

**Section 1. General.** Each year the Board of Directors shall consider the current and future needs of the Association and in light of those needs shall fix by resolution the amount of the annual assessment to be levied against each lot in the Subdivision, which amount shall be a debt of the owner thereof at the time such charge is made.

**Section 2. Amount.** The annual assessment to be so levied shall not exceed Seventy Dollars (\$70.00) per lot.

**Section 3. Notice.** The Secretary shall mail to each Member, at such Member's record address, written notice of each annual assessment and the time and manner for payment thereof at least four (4) weeks prior to the time such assessment shall become due and payable.

**Section 4. Lien.** The amount of such annual assessment, plus interest when delinquent and attorney's fees, if any, shall constitute and become a lien on the lot so assessed or on the underlying real property (in the case of units in a multi-family residential building or guesthouse, inn or hotel facility) when the Board of Directors causes to be recorded with the County Recorder of the lot's County a notice of assessment which shall state the amount of such assessment and such other charges, a description of the lot or other real property which has been assessed, and the name of the record owner thereof. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.

**Section 5. Priority of Lien.** Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except that liens of first mortgages and/or first deeds of trust incurred for the purpose of constructing a residence or other improvement thereon and, when are recorded in accordance with applicable law, shall be superior to any and all such liens provided for herein.

**Section 6. Lien Enforcement.**

- (a) The lien provided for herein may, in addition to any other means provided by law or these Bylaws, be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the responsible party to pay the annual assessment in accordance with its terms. Such sale shall be conducted in accordance with the provisions of sections 2924b and 2924c of the *California Civil Code*, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.
- (b) The Association shall not be required to transfer Memberships on its books or to allow the exercise of any rights or privileges of Membership on accord thereof to any Member or to any persons claiming under them, or to the land to which any Memberships are appurtenant, unless or until all assessments and charges to which the same are related are paid, at the time and in the manner provided herein.
- (c) No rights or privileges of Membership of existing Members shall be suspended or terminated by reason of failure to pay annual assessments or for any other reason unless and until these Bylaws are amended to provide for such suspension or termination by a majority of a quorum of the Members entitled to vote at any annual Membership meeting of the Association. [*This section has been amended by special ballot election on August 30, 2000 authorized by court order No. CV 46978, dated August 7, 2000. See ARTICLE V, Section 6.01 and ARTICLE V, Section 6.02.*]

## ARTICLE IX

### Miscellaneous

**Section 1.** Record Date. The Board of Directors shall fix a time in the future as a record date for the determination of the Members entitled to notice of and to vote at any meeting of Members. The record date so fixed shall be not more than thirty (30) days prior to the date of the meeting. When a record date is so fixed, only Members of record on that date shall be entitled to notice of and to vote at the meeting, notwithstanding any transfer of or issuance of Membership certificates on the books of the Association after the record date.

**Section 2.** Inspection of Records. The Membership register or duplicate Membership register, the books of account and the minutes of proceedings of the Members, the Board of Directors and the Executive Committee, if any, shall be open for inspection upon the written demand of any Member at any reasonable time and for a purpose reasonably related to his interests as a Member.

**Section 3.** Checks and Drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

**Section 4.** Annual Accounting. An annual report and account, including a statement of income and disbursements, shall be sent to the Members not later than ninety (90) days after the close of the Association's fiscal year, which shall be established by resolution of the Board of Directors.

**Section 5.** Execution of Contracts. The Board of Directors, except as may be otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument or document in the name of and on behalf of the Association and such authority may be general or confined to specific instances. Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts, promissory notes and other evidences of indebtedness, deeds of trust, mortgages and other corporate or documents requiring the corporate seal, shall be executed, signed or endorsed by the President (or any Vice President) and by the Secretary (or any Assistant Secretary) or the Treasurer.

**Section 6.** Limitation of Powers. No contract shall be entered into which binds the Association for a period in excess of one (1) year without reasonable cancellation provisions included therein.

The Association shall not incur debt in excess of Five Thousand Dollars (\$5,000.00) per year for the purchase of real or personal property, the issuance of bond or debentures, or the mortgage of any of its property or, except as authorized by this Section 6, to exercise the powers



enumerated in Section 2(F) and 2(M) of ARTICLE II herein, without the prior vote or written consent of two-thirds (2/3) of its Members entitled to vote.

**Section 7. Inspection of Bylaws.** The Association shall keep in its principal office for the transaction of business, the original or a copy of the Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times.

## **ARTICLE X**

### **Amendments**

New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written assent of Members entitled to exercise a majority of the voting power of the Association.

### **SECRETARY'S CERTIFICATE OF ADOPTION OF BYLAWS**

The undersigned hereby certifies:

1. That the undersigned is duly elected and acting Secretary of LAKE DON PEDRO OWNERS' ASSOCIATION, a California Corporation;
2. That the undersigned is authorized to make this certificate;
3. That the foregoing Amended and Restated Bylaws, comprising fourteen (14) pages, including this certificate, constitute the Bylaws of the corporation as duly adopted by the Members of the Association by vote on August 30, 2000, effective September 1, 2000.
4. That the foregoing Amended Bylaws supersede and replace in their entirety the Bylaws adopted October 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Secretary