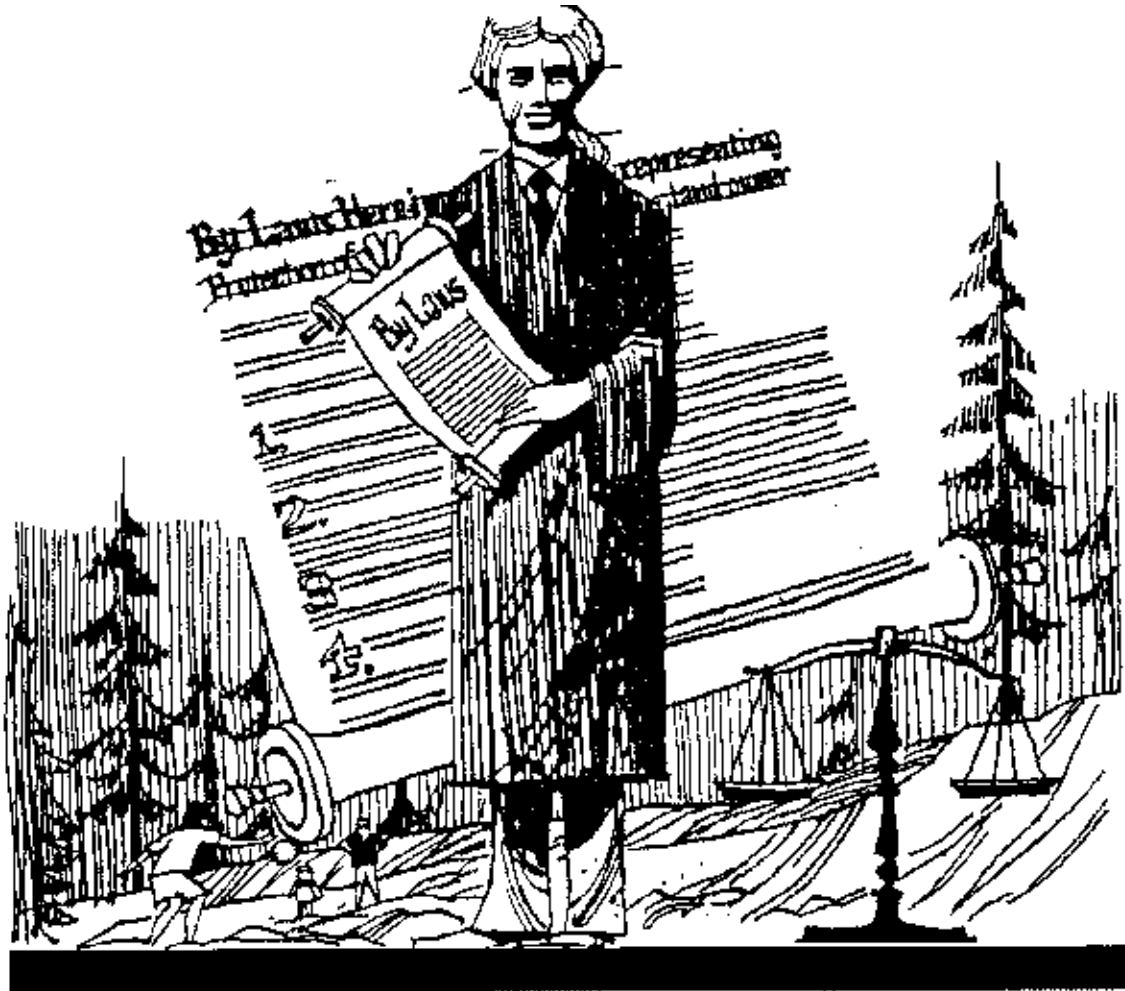


# ARTICLES OF INCORPORATION AND BYLAWS OF CALAVERAS TIMBER TRAILS ASSOCIATION



Bylaws CTTA  
Ratified July 5, 2014

# ARTICLES OF INCORPORATION/BYLAWS

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## **ARTICLES OF INCORPORATION OF CALAVERAS TIMBER TRAILS ASSOCIATION**

We, the undersigned, do hereby associate ourselves together for the purpose of forming a nonprofit mutual benefit corporation, pursuant to the Nonprofit Mutual Benefit Corporation Laws of the State of California, and for that purpose do hereby adopt the following Articles of Incorporation:

### **ARTICLE I**

The name of the corporation is:  
CALAVERAS TIMBER TRAILS ASSOCIATION

### **ARTICLE II**

THE SPECIFIC AND PRIMARY PURPOSES FOR WHICH THIS CORPORATION IS FORMED ARE TO PROVIDE FOR THE MANAGEMENT, MAINTENANCE AND PRESERVATION OF THE PROPERTY OVER WHICH THIS CORPORATION HAS JURISDICTION, EVERY PART THEREOF, AND THE IMPROVEMENTS THEREON FOR THE BENEFIT OF THE OWNERS THEREOF, FOR THEIR PLEASURE, RECREATION AND OTHER NONPROFIT PURPOSES, AND IN FURTHERANCE OF THE FOREGOING PURPOSES TO DO ANY AND ALL THINGS WHICH MAY BE AUTHORIZED, REQUIRED OR PERMITTED TO BE DONE BY THIS CORPORATION UNDER ITS Bylaws, AND TO DO AND PERFORM ALL ACTS WHICH MAY BE NECESSARY OR PROPER FOR OR INCIDENTAL TO THE EXERCISE OF ANY OF THE EXPRESS POWERS OF THIS CORPORATION, FOR THE PEACE, HEALTH, COMFORT, SAFETY OR GENERAL WELFARE OF THE OWNERS AND OCCUPANTS OF PROPERTY SUBJECT TO THE JURISDICTION OF THIS CORPORATION.

### **ARTICLE III**

In addition and incidental to the specific and primary purposes for which this corporation is formed, this corporation may carry on any other lawful activity or do anything whatsoever which the corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing or otherwise, or which may be calculated directly or indirectly to promote the interests of the corporation or of the property over which it has jurisdiction; and to have, enjoy and exercise all of the rights, powers and privileges which are now or which may hereafter be conferred upon nonprofit mutual benefit corporations by the laws of the State of California, including the right to any and all of the things hereinbefore set forth, as principal and as agent, to the same extent as natural persons might or could do. Notwithstanding any of the purposes and powers, this corporation shall not, except to an unsubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

### **ARTICLE IV**

"PROPERTY OVER WHICH THIS CORPORATION HAS JURISDICTION" OR "PROPERTY SUBJECT TO THE JURISDICTION OF THIS CORPORATION", as

the foregoing terms are used in these Articles, is and refers to real property or any parts or portions thereof, or interest or estate therein, the County of Calaveras, State of California, described as:

All that certain real property, situated in the County of Calaveras, State of California, and described with reference to the Public Land Surveys of The United States, as follows: All that fractional portions of the N.½ of the S.W. ¼ and of the S.½ of the N.W. ¼ of Section 13, T.4N., R.14E., M.D.B.& M. more particularly described as follows: Beginning at the ¼ corner common to Sections 13 and 14, T.4N., R.14E., M.D.B.& M., thence 1st northerly along the westerly boundary of the NW ¼ of said Section 13, a distance of 410 feet more or less to the center Avery to Sheep Ranch County Road; thence 2nd easterly along the approximate center of said road the following courses (A) easterly along the arc of a curve to the right the tangent to which at its point of beginning bears N.49°00'E. with a radius of 400 feet and a central angle of 44°00', a distance of 307.09 feet; (B) S.87°00'E, 300.00 feet; (C) easterly along the arc of a curve to the left, tangent to the preceding course, with radius of 400 feet and a central angle of 42°30' a distance of 296.53 feet; (D) N.50°30'E, 365.00 feet; (E) easterly along the arc of a curve to the right tangent to the preceding course with a radius of 200 feet and a central angle of 75°00' a distance of 261.83 feet; (F) S.54°30'E, 180.00 feet; (G) easterly along the arc of a curve to the left tangent to the preceding course with a radius of 150.00 feet and a central angle of 82°30' a distance of 215.81 feet; (H) N.43°00'E, 305.00 feet; (I) northeasterly along the arc of a curve to the right tangent to the preceding course with a radius of 1600 feet and a central angle of 32°30' a distance of 907.79 feet more or less to the easterly boundary of the W. ½ of said Section 13; thence 3rd southerly along the easterly boundary of the W. ½ of said Section 13 a distance of 2715 feet more or less to the S.E. corner of the N. ½ of the S.W. ¼ of said section 13; thence 4th westerly along the southerly boundary of the N. ½ of the S.W. ¼ of said Section 13 a distance of 2640 feet more or less to the S.W. corner of the N. ½ of the S.W. ¼ of said Section 13; thence 5th northerly along the westerly boundary the N. ½ of the S.W. ¼ of said Section 13 a distance of 1320 feet more or less to the point of beginning.

The corporation shall have the right to acquire jurisdiction over additional property at any time hereafter by a duly adopted resolution of the Members.

### **ARTICLE V**

The principal office for the transaction of the business of this corporation is to be located in the County of Calaveras, State of California.

Calaveras Timber Trails Association  
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Ratified 7/05/14

**ARTICLE VI**

The number of directors of the corporation shall be seven (7), which number shall constitute the authorized number of Directors until changed by amendment to these Articles, or by a Bylaw adopted by the Members of this corporation; and the names and addresses of the persons who are appointed to act as the first Directors of this corporation are as follows:

Gordon J. McMahon  
1939 Harrison St.  
Oakland, CA 94612

Justin M. Roach, Jr.  
1939 Harrison St.  
Oakland, CA 94612

Ronald A. Wagner  
1939 Harrison St.  
Oakland, CA 94612

Stephen H. Schadlich  
1939 Harrison St.  
Oakland, CA 94612

William A. Quinby  
1939 Harrison St.  
Oakland, CA 94612

Raoul D. Kennedy  
1939 Harrison St.  
Oakland, CA 94612

**ARTICLE VII**

These Articles may be amended only by resolution of the Board of Directors and the vote or written consent of Members holding 75% majority of the voting power given either before or after adopting a resolution.

**ARTICLE VIII**

The authorized number and qualifications of Members of this corporation, the property, voting and other rights and privileges of Members, and the liability of Members to dues or assessments and the method of collection thereof, shall be set forth in the Bylaws of this corporation.

**ARTICLE IX**

This corporation shall have no capital stock and is not formed for profit. It is a corporation which does not contemplate the distribution of accumulations, gains, profits, or dividends to the Members thereof, and is a corporation, no part of the accumulations, gains or

profits of which shall be paid or inure to the benefit of any private person, Member or individual, and no part of the activities of this corporation shall consist of the carrying on of propaganda or otherwise to influence legislation.

**ARTICLE X**

In the event this corporation is dissolved, the net assets shall be distributed equally to each Member in good standing, as set forth in the corporation's official Membership list, in proportion to the total number of Members in good standing.

Executed March 27, 1972

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA

ss

COUNTY OF ALAMEDA

On this 27th day of March, 1972, before me, MARIAN L. HOWARD, a Notary Public in and for the County of Alameda, State of California, personally appeared GORDON J. McMAHON, JUSTIN M. ROACH, JR., RONALD A. WAGNER, STEPHEN H. SCHADLICH, WILLIAM A. QUINBY, RAOUL D. KENNEDY and RONALD V. ROSEQUIST, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same, and that they are the Directors named therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in Oakland, California, the day and year first above written.

Marian L. Howard

Notary Public in and for said County and State  
My commission expires March 19, 1975

(SEAL)

**BYLAWS OF  
CALAVERAS TIMBER TRAILS ASSOCIATION**

Calaveras Timber Trails Association is a recreational camping park which is owned and maintained by an incorporated owners association.

**PREAMBLE**

These Bylaws are established by the Membership to provide for the organization and governance of the Calaveras Timber Trails Association. The Bylaws will assist the elected Board of Directors in promoting and protecting the individual and common interests of the Members and preserving the natural environment of the Calaveras Timber Trails Association.

Calaveras Timber Trails Association is a nonprofit Mutual Benefit Corporation organized and existing under California law, in the form of a Common Interest Development Stock Cooperative. Ownership of the corporation is held by five hundred individual Memberships, each of which, when qualified, represents one voting share in the corporation. These Bylaws, and rules and regulations enacted pursuant to these Bylaws, comply with the requirements of the California Corporations Code and the Davis-Stirling Common Interest Development Act, as set forth in the California Civil Code. In the event of a conflict between these Bylaws and the Laws of the State of



California, the laws of the State of California shall prevail. However, for the purposes of determining whether a conflict exists between these Bylaws and California law, no conflict shall be deemed to exist where (1) the law establishes a default provision, and Calaveras Timber Trails Association has simply adopted a different standard as permitted by law; or (2) the law sets a minimum standard, and the Calaveras Timber Trails Association has established something at least as restrictive as the legal standard.

1. DEFINITIONS:

1.1. TERMS DEFINED: As used in these Bylaws the following definitions shall apply, unless the context otherwise requires:

1.1.1. ARTICLES OF INCORPORATION: The Articles of Incorporation of this Association as the same may be amended from time to time.

1.1.2. MEMBER OR MEMBERSHIP: A Member or Membership in this Association.

1.1.3. PERSON: A natural person, a partnership, an association or a corporation.

1.1.4. CAMPSITE: The portion of the property under the control of the Association as to which a Member is entitled to exclusive occupancy.

2. MEMBERSHIP:

2.1. QUALIFICATIONS: Every person or entity who has prepared and filed an application for Membership, agreed to pay all amounts to be paid therefore and whose application has been accepted by the Board of Directors shall be a Member of the Association. Any purchaser at a sale pursuant to the exercise of a security interest granted for value in a Membership shall be entitled to become a Member automatically without prior approval of the Board of Directors. There shall be one Membership issued for each campsite to which a Member has the right to exclusive occupancy. If more than one person is ever shown on the Association's records as the owner of a Membership, each is a Member of the association, but collectively they can have only one vote for the single campsite interest. The Association may own one or more Memberships, but as an owner it shall not be entitled to exercise any of the rights and privileges as an owner.

2.1.1. COMMON AREA MEMBERSHIP INTERESTS: Individual owners have proportionate interests in the Association's common areas and facilities as Members.

2.2. MEMBERSHIP CERTIFICATES: Membership certificates shall be issued by this corporation in such form as the Board of Directors shall prescribe. Membership certificates shall be issued in the name of the Member, shall be executed by the President and Secretary, shall have the corporate seal affixed, and shall be delivered promptly after acceptance of a Member. Upon surrender to the Secretary of a Membership certificate for transfer, duly endorsed or accompanied by proper evidence of authority to transfer, and upon a finding of compliance with provisions of these Bylaws for the transfer of Membership, a new certificate shall be issued in the name of the new Member and the old certificate shall be cancelled and recorded on the corporation's books. The Association shall have the right before transferring the Membership to require the person requesting the transfer to produce such reasonable proof as it deems necessary to establish the right of such person to transfer, and may refuse such transfer unless such person first delivers an adequate bond or security satisfactory to the Association as to form, amount and identity of sureties. The Association shall be entitled to treat the holder of the certificate of record as the Member and shall not be bound to recognize any equitable or legal claim in such certificate by any other person regardless of whether the Association has notice thereof or not. Any lost or destroyed certificate may be replaced by the issuance of a new certificate, provided the Member has first complied with all requirements of the Association, including the delivery of an adequate bond or security satisfactory to the Association as to form, amount and identity of the sureties.

2.1. Revised  
July 1994  
With regard  
... deemed  
the Member  
then deleted  
same 7/09

2.3. FEES, DUES AND ASSESSMENTS:

2.3.1.  
Revised July 1997  
each ....  
the Corporation  
changed to  
Association

2.3.1. ANNUAL ASSESSMENTS: Not less than thirty (30) days prior to the beginning of each fiscal year (October 1 - September 30), the Association shall estimate the net cash requirements for the ensuing year necessary for the Association to operate and to maintain the property, and to maintain reasonable reserves as determined by the Association, subject to its jurisdiction in accordance with its duties, and each Membership shall be assessed for its pro rata share of the amount so estimated. The pro rata share of each Member shall be in direct proportion to what each Member bears to the total of all Members in the Association.

2.3.2. SPECIAL ASSESSMENTS: In addition, if the annual assessment is inadequate or anticipated to be inadequate, the Association may from time to time during a year establish a special assessment to remedy any such inadequacy, provided that no special assessment shall in the aggregate exceed 5 percent (5%) of the budgeted gross expenses of the Association for that fiscal year (Davis-Stirling Common Interest Development Act Section 1366(b)) without the approval of a majority of the Members voting at a meeting properly called as required by these Bylaws and that has met the quorum requirements as stated herein. Each Member shall be assessed for its pro rata share of any such special assessment in the manner provided in Section 2.3.1. above.

2.3.2.1  
Added  
July 1998

2.3.2.1. In addition, should a Member's campsite be modified by the Member, within the Bylaws, in such a manner as to result in operating costs to the Association, the Member shall be assessed that cost.

2.3.3. INDIVIDUAL: Each Member shall also be assessed from time to time for all fines and penalties to which the Member is subject as a result of violation of the terms of these Bylaws or any rules prescribed by the Association, and for any other liability indebtedness or other obligation of the Member to the Association arising under any provision of the Bylaws or otherwise.

2.3.4. COSTS AND INTEREST: In addition to the foregoing assessments, each Member shall also be assessed from time to time costs (including reasonable attorney fees and costs) incurred in collecting the foregoing assessments and interest at the legal rate per year on such assessments from the date due until paid in full.

2.3.5. PAYMENT: The Association shall inform each Member in writing of all assessments against his Membership. The annual assessment shall be payable in equal monthly installments in advance, on the first day of each month of the year to which such assessment pertains. Special and individual assessments shall be payable in full on the first day of the following month on which the Member is informed of such assessment, unless other provision is made therefore. All assessments shall become delinquent and subject to a late charge on the 1<sup>st</sup> day of the following month (i.e. January payment due January 1<sup>st</sup>. If not paid by February 1<sup>st</sup> a late fee will be assessed). The Association will notify campsite owners in regard to past dues as follows:

2.3.5.1.  
Deleted July  
2003

2.3.5.1. deleted 7/2003

2.3.5.2. When dues become one (1) month delinquent, a late charge of ten percent (10%) of the past due amount shall be assessed for that month and each month thereafter until paid.

2.3.5.1. thru  
2.3.5.4. Revised  
1993

2.3.5.3. When dues are three (3) months delinquent, the Member will be notified that all privileges for use of the site and Park facilities are suspended pending payment of all past dues in full. Attempted use of the Park facilities shall be considered trespassing and will be dealt with accordingly. Regular communications such as newsletters will be suspended.

2.3.5.4 Revised  
7/07/12

2.3.5.4. The Association may foreclose upon the interest of the site owner following the procedure set forth in 2.3.9, ENFORCEMENT.

When the amount of the delinquent special or regular assessments secured by the lien as set forth in 2.3.7. LIEN, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest equals or exceeds one thousand eight hundred dollars (\$1,800.00) or the assessments secured by the lien are more than 12 months delinquent.

2.3.5.5. Added July 1990 – revised July 09

2.3.5.5. Members who own more than one (1) campsite shall keep dues on all sites current or be subject to loss of privileges as stated herein.

2.3.7. Revised July 1995 & July 2009 Revised 7/07/12

2.3.6. TRANSFER: The interest of any Member in the amounts paid pursuant to any assessment upon the transfer of a Membership shall pass to the new Member.

2.3.7. LIEN: Prior to recording a lien or foreclosing, the Association shall follow the procedures set forth in California Civil Code section 1367.4 or other applicable or then applicable law, including, without limitation, requirements concerning dispute resolution, Board approval and notice. The Association shall notify the Member in writing by certified mail in an itemized statement of the charges owed by the Member, including items on the statement that indicate the principal owed, any late charges and the method of calculations, any attorney fees, and the collection practices and lien enforcement procedures used by the association, including the right of the association to the reasonable costs of collection. Any payments toward that debt shall first be applied to the assessments owed, and only after the principal owed is paid in full shall the payments be applied to interest or collection expenses.

The amount of any special or regular assessment or the amount of any payment, plus any other charges thereon, such as interest, costs, attorney's fees, and late charges, as may be provided for in these Bylaws, which are delinquent, shall be and become a lien upon a Membership and the certificate representing it and upon the right to exclusive occupancy, when the Association records a notice of delinquent assessment which shall state the amount of such assessment and such other charges as may be authorized by these Bylaws, a legal description of the Membership and the right to exclusive occupancy, and the name of the Member as record owner, and, in order for the lien to be enforced by non-judicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by the Association President or by the person designated in the declaration by the Association for that purpose and mailed (pursuant to Civil Code Section 2924(b)) to all record owners of the owner's interest by certified mail no later than ten (10) calendar days after recordation. Any payment made by the Member shall first be applied to the assessments owed, and, only after the assessments owed are paid in full shall the payments be applied to the fees and costs of collection, attorney's fees, late charges or interest. Upon payment of said assessment and charges in connection with which such notice or other satisfaction thereof, the Association shall cause to be delivered a further notice stating the satisfaction and release of the lien thereof and shall record same.

2.3.8. Revised July 1995, July 1999

2.3.8. PRIORITY: Such lien shall be prior to all other liens created subsequent to the notice of assessment, except that such liens shall be subordinate to any Membership, and to any valid bona fide first deed of trust which has been or may hereafter be given in good faith and for fair value on any exclusive right to occupancy.

2.3.9. Revised July 1995, 7/07/2012

2.3.9. ENFORCEMENT: Such lien may be enforced by sale of the Membership or the exclusive right to occupancy, whichever has been specified, by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay moneys called for in the "Notice", in accordance with its terms,

such sale as to the Membership shall be conducted in accordance with the provisions of the California Uniform Commercial Code, or in any other manner permitted by law, and as to the right to exclusive occupancy in accordance with the provisions of Section 2924, 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 provided by law. The Association shall have the power to bid in and purchase the Membership or the right to exclusive occupancy at any such sale. Prior to initiating a foreclosure on an owner's separate interest, the Association shall offer the owner and, if so requested by the owner, participate in dispute resolution pursuant to the Association's "meet and confer" program under Civil Code section 1369.510 et seq. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board of Directors of the Association, and shall not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board of Directors in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. The Board shall maintain the confidentiality of the separate interest by identifying the matter in the minutes by parcel number of the property, rather than the name of the owner or owners. A Board vote to approve foreclosure of a lien shall take place at least 30 days prior to any public sale. The Board shall provide notice by personal summons to an owner of a separate interest who occupies the separate interest or to the owner's legal representative, if the Board votes to foreclose upon the separate interest. The Board shall provide written notice to an owner of a separate interest who does not occupy the separate interest by first-class mail, postage prepaid, at the most current address shown on the books of the Association.

2.4. RULES: The Association, in addition to the provisions of these Bylaws, shall have the right to adopt reasonable rules and regulations for the use and occupancy of the campsites and the property of the Association, provided such rules and regulations are approved by a vote of 51% or more of the Members present. Written copies of the rules and any schedule of fines and penalties shall be made available to all Members.

2.5.  
Revised  
July 09

2.5. PENALTIES: Pursuant to its corporate powers and authorities and under the provisions of the Davis-Stirling Common Interest Development Act, Section 1363 (g), Calaveras Timber Trails Association has adopted a policy to impose penalties, including fees and disciplinary action, on any Association Member for violations of these Bylaws, Rules, Regulations and Guidelines, and any rules adopted pursuant to Section 2.4., provided that such schedule is approved by 51% or more of the Members. Fees and Penalties may relate to the activities of a guest or invitee of a Member.

The penalties prescribed may include temporary or permanent suspension of all rights and privileges of Membership; provided, however, that suspension for failure to pay assessments shall be for a maximum period of thirty (30) days, renewable by the Association for an additional thirty (30) day period or periods until paid; and provided, further, that suspension for infraction of rules or violation of these Bylaws, other than for failure to pay assessments shall be limited to a maximum period of thirty (30) days per infraction or violation, and shall be imposed only after a hearing before the Board of Directors. The Board may extend said period for an additional period or periods in the case of a continuing infraction or violation, and no hearing need be held for such extension. Written copies of rules and the schedule of penalties shall be furnished to all Members.

(1) The Board of Directors shall distribute to each Member, by personal delivery or first-class mail, a schedule of the monetary penalties and disciplinary action that may be imposed for those violations.

(2) The Board shall not be required to distribute any additional schedules of penalties unless there are changes in the original schedule.

(3) When the Board of Directors is meeting to consider or impose discipline upon a Member, the Board shall notify the Member in writing, by either personal delivery or registered mail (signed receipt required), at least 10 days prior to the meeting. The notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting. Such meetings shall be in Closed Executive Session unless otherwise requested by the offending Member.

(4) The Board shall notify the offending Member of any disciplinary action taken within 15 days following the action. Notification shall be in writing delivered either personally or by registered mail with a signed receipt required. The disciplinary action shall not be effective against a Member unless the Board fulfills the requirements of this section.

(5) Nothing in this section shall be construed to create, expand, or reduce the authority of the Board to impose monetary penalties or disciplinary action on a Member for a violation of the Bylaws, Rules, Regulations and Guidelines of the Association.

2.6. Revised  
July 2001

**2.6. TRANSFER OF MEMBERSHIP:** The Member has the right to sell and assign his Membership at any time and on any terms, subject to the prior approval of the Board of Directors, which approval shall be limited to determining the financial responsibility of the transferee and that the moral character of the transferee is such that the transferee has not been convicted of a felony or any other crime involving moral turpitude with the objective that the qualities of the transferee are comparable to other Members of the Association so that the rights and obligations of a Member will be discharged by the transferee in a manner similar to the other Members of the Association. Detailed rules and regulations governing the acceptability of new Members may be adopted by the Association by a vote of 51% or more of the Members.

In the event the Board of Directors fails to approve a proposed transferee and the Member still desires to sell his Membership, then for a period of fifteen (15) days after receipt of notice from the Member of his intention to sell along with a photo stat copy of the agreement to sell; the Association shall have the option to purchase the Membership of the Member on the terms and conditions set out in the bona fide written agreement to sell the Membership. In the event the Association fails to exercise its option, then the Member may sell his Membership without the approval of the Association, provided, any such sale is consummated within three (3) months after the date of the agreement, and pursuant to the terms of the agreement submitted to the Association. Any transfer not made in compliance with this paragraph shall be null and void. Notwithstanding the foregoing, a Member shall have the right to encumber his Membership for security for the payment of the purchase price or for any other purpose without the prior approval of the Board of Directors. Any transfer of the Membership pursuant to the exercise of any rights granted under a security agreement may be done without the prior approval of the Board of Directors, except that any purchaser as a result of the exercise of the rights under a security agreement shall be subject to the provisions of these Bylaws.

**2.7. NUMBER OF MEMBERS:** Upon the transfer to the Association of property subject to its jurisdiction improved with campsites, the number of campsites in the property transferred, with the Memberships issued as the campsites are purchased and purchasers qualify as Members pursuant to these Bylaws. The maximum number of Members of the Association so long as the property subject to the jurisdiction described in the Articles is not increased shall be 500, which may be increased only upon the vote of 75% of the Members.

3. MEETINGS OF MEMBERS:

3.1. ANNUAL MEETING: All Annual meetings of Members shall be held on the 1st Saturday of July in each year at the hour of 11:00 a.m.

3.1.1. Mandatory Secret Ballot Matters and Use of Proxies. At any meeting of the Members ("Membership Meeting"), each Member may vote in person, or by proxy, subject to the following restrictions:

(a) Votes Conducted via Secret Ballot. Voting by Secret Ballot must be conducted for the following issues:

- 1) Assessments that cannot be enacted without a vote of the Members as provided in California Civil Code Section 1366(b);
- 2) Election and removal of Board Members;
- 3) Amendments to the Governing Documents; and/or
- 4) The grant of exclusive use of Common Area to an Owner pursuant to California Civil Code Section 1363.07.

(b) Votes not Conducted via Secret Ballot. For all other matters upon which the Members may vote, (1) Secret Ballot voting may be used, but is not required and (2) Proxy Voting is permissible, provided, however, that the provisions of subsection (c) through subsection (f), below, are followed.

(c) Where Proxy Voting is Permissible. All proxies shall be in writing, dated, signed by the Member appointing a proxy holder, and filed with the Board or Election Inspector(s). It is the sole responsibility of the Member to ensure that his/her proxy holder: (a) votes according to that Member's instructions and (b) votes in a timely manner.

(d) No proxy shall be valid for more than eleven (11) months from the date of its execution unless otherwise specifically provided for in the proxy but in no event shall it be valid more than three (3) years from the date of its execution. No proxy shall be valid for any voting required to be conducted by secret ballot.

(e) Any proxy issued hereunder shall be revocable by the member executing such proxy at any time prior to the Membership Meeting at which the vote will be conducted so long as: (1) the Member delivers a written notice of revocation to the Board or Election Inspector(s) prior to the date of the meeting or (2) the Member attends the Membership Meeting at which the vote will be conducted, hand-delivers a written notice of revocation to the Board or Election Inspector(s) at said meeting, and subsequently votes in person at said meeting.

(f) A proxy shall be deemed revoked when the Election Inspector(s) receives actual notice of the death or judicially declared incompetence of the issuing Member, or upon termination of such Member's status as an Owner.

3.1.2. VOTING BY SECRET BALLOT

(a) The Association shall establish Association Rules for the selection and use of one (1) or three (3) Election Inspector(s) to conduct Secret Ballot Voting for all items legally requiring such a voting method. The Election Inspector(s) shall gather and tabulate the Secret Ballots and report results to the Association and shall have the powers set forth in Civil Code section 1363.03 and the Association rules governing elections. The Association shall retain Secret Ballots for twelve (12) months following the vote. If Secret Ballots are mailed to the Election Inspector(s), Membership approval shall only be valid if: (1) the number of votes cast within the time established for return of the Secret Ballots equals or exceeds the Membership Quorum that would have been required to be present at a Membership Meeting if

3.1.1. (d)  
Revised  
7/07/12

3.1.2. (a)  
Revised  
7/07/12

such a meeting had been convened to vote on the proposal; and (2) the number of affirmative votes equals or exceeds the number of affirmative votes that would have been required to approve the action at such a Membership Meeting.

(b) Elections regarding any of the following matters must be conducted by Secret Ballot, pursuant to California Civil Code Section 1363.03 (b):

- 1) Assessments that cannot be enacted without a vote of the Members as provided in California Civil Code Section 1366(b);
- 2) Election and removal of Board Members;
- 3) Amendments to the Governing Documents; and/or
- 4) The grant of exclusive use of Common Area to an Owner pursuant to California Civil Code Section 1363.07.

3.1.3. Distribution of Secret Ballots. Secret Ballots shall be distributed to all eligible Members at least thirty (30) days prior to the final date the Secret Ballots must be received in order to be counted. All Secret Ballots shall state on the face of the Secret Ballot, or in an accompanying notice, the date by which the Secret Ballot must be returned in order to be counted. The Election Inspector(s) may reserve the right to extend the time to return Secret Ballots if such an extension is necessary in order to obtain a Membership Quorum.

3.1.4. Action without Meeting. Any action which may be taken at a Membership Meeting and that is not required to be determined by Secret Ballot pursuant to California Civil Code Section 1363.03 may be taken without a meeting if done by written ballot in compliance with the procedures specified in California Corporations Code Section 7513. Any action which must be taken by Secret Ballot pursuant to California Civil Code Section 1363.03 (b), as described in Section 3.11.2, below may not be taken pursuant to this Section.

3.1.4.  
changed  
"above" to  
"below"  
Revised  
7/07/12

3.2. SPECIAL MEETINGS: Special meetings of the Members, for any purpose or purposes whatsoever, may be called at any time by the President, by the Board of Directors, or by one or more Members holding not less than five percent (5 %) of the voting power of the Association.

3.3. NOTICE OF SPECIAL MEETINGS: The President or Board of Directors shall have the right to fix the time of any special meeting called by them, with the notice of the meeting to be given by the President or the person designated by the Board of Directors. Members entitled to call a special meeting shall direct a written request executed by the Members constituting the number entitled to call the meeting to the President, Vice-President or Secretary, by registered mail or delivered to the officer in person. The officer forthwith shall cause notice to be given to the Members entitled to vote that a meeting will be held at a time, fixed by the officer, not less than ten (10) nor more than ninety (90) days before the date of the meeting by personal delivery, mail, or any other means approved in writing by a Member for notice to that Member. If the notice is not provided by certified or registered first-class mail, then notice must be provided at least twenty (20) days before the meeting. Any such notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. If a notice is not mailed or delivered within seven (7) days after the date of delivery, or the date of mailing, or a request from Members, the Members calling the meeting may fix the time of meeting and give the notice in the manner provided herein. Notice of a special meeting may be delivered personally or by mail at least ten (10) days but not more than sixty (60) days prior to the date of the meeting, except in case of a meeting called to consider a plan of merger or consolidation, the period shall be twenty (20) days. If by mail, such notice shall be mailed, postage prepaid, to the

address of the Member given by such Member to the Association for the purpose of notice.

3.4. PLACE OF MEETING: Annual meetings and special meetings of the Members shall be held at the principle office of the Association, provided, that the Board of Directors by resolution may designate a place upon or in the immediate vicinity of the property subject to the jurisdiction of this Association or some convenient place within a reasonable distance from said principle office of the Association as the place at which any annual or special meetings of the Members may be held.

3.5. ADJOURNED MEETINGS: 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 present or represented by proxy thereat; in the absence of a quorum no other business may be transacted at such a meeting. The date of an adjourned meeting shall be set within no less than two (2) days and no greater than thirty (30) days of the date set for the original meeting.

3.6. NOTICE OF ADJOURNED MEETINGS: Notice of each such adjourned meeting shall be given in like manner as provided in Section 3.3. except that the time thereof may be shortened from ten (10) to five (5) days.

3.7. At any  
... Revised  
1980  
Cumulative

3.7. VOTING: Each Member shall have one (1) vote for each campsite to which he has the exclusive right to occupancy.

The vote at any Members' meeting may be done in person or by proxy and by voice or by ballot; provided, however, that all elections for Directors must be by ballot on demand made by a Member at any election before the voting begins.

At any election of Directors, every Member entitled to vote shall have the right to vote one vote each for the number of Directors to be elected. The candidates receiving the highest number of votes shall be elected. Voting for the Board of Directors shall be by secret written ballot. Cumulative voting shall not be allowed.

The Board of Directors may fix a time not exceeding thirty (30) days preceding the date of any meeting of Members as a record date for the determination of the Members entitled to notice of and to vote at such meeting. In the event that no such record date is fixed by the Board of Directors, the record date for the determination of Members entitled to notice and to vote at any such meeting shall be the twentieth (20th) day preceding the date of such meeting as of 8:00 a.m. of such day.

3.8. ADDRESS OF MEMBERS: It shall be the duty of each Member to keep the Association advised as to his correct address from time to time. Absent written notice to the contrary, the address of each Member shall be the address set out in the application for Membership.

3.9.  
Revised  
July 2006

3.9. QUORUM:

(a) Quorum Requirements Generally. The following quorum requirements must be satisfied in order to take valid action at any meeting of the Members of by written ballot in accordance with section 3.1.1 of these bylaws.

- (i) Quorum Requirements for Normal Matters. At a Membership meeting or on a written ballot the quorum shall be 33 1/3 (thirty three and one-third) of the Members entitled to vote.
- (ii) Reduction in Quorum Percentage for Action on Normal Matters. If the minimum quorum percentage specified in subparagraph (a)(i) above, is not satisfied, the meeting may be adjourned to another time and/or place not more than thirty (30) days after the initial meeting date and at the reconvened meeting the quorum percentage shall be reduced to 15% of the voting power of the Members. If this reconvened meeting is attended



by less than one-third of the voting power of the Members (but a quorum is present) the only matters upon which action may validly be taken are those matters the general nature of which were described in the notice of the meeting.

(iii) Quorum Requirements on Certain Assessment Matters. The quorum shall be a majority of the Members entitled to vote at a Membership meeting or on a written ballot under the following circumstances:

- (1) Any regular assessment that is more than twenty percent (20%) greater than the regular assessment for the preceeding fiscal year.
- (2) Special assessments which in the aggregate, exceed 5 percent (5%) of the budgeted gross expenses of the association for that fiscal year.

(b) Members Represented by Proxy. Members present at a Membership meeting in person or by proxy shall be counted toward satisfaction of the quorum requirements specified herein.

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.

3.10. CONSENT OF ABSENTEES: The transactions of any meeting of Members, however called and noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the records of the meeting. Executors, administrators, guardians, trustees, and other fiduciaries entitled to vote shares may sign such waivers, consents, and approvals.

3.11. ACTION BY WRITTEN BALLOT WITHOUT A MEETING:

(a) Definition of Written Ballot. A "written ballot" is a ballot that is mailed or otherwise distributed to every Member entitled to vote on the matter and that complies with the requirements of this section 3.11. The term "written Ballot" does not include a ballot distributed to Members at a meeting for purpose of conducting a vote of the Members at such meeting.

(b) Written Ballots Generally. Any matter or issue requiring vote of the Members, other than the election of Directors, may be submitted for vote by written ballot without the necessity of calling a meeting of the Members, so long as the requirements for action by written ballot set forth in this section 3.11 are met. The determination to seek Member approval for Association actions in this fashion shall be made by a majority vote of the Board.

Once the determination is made to seek Member approval by written ballot, the Board shall establish a record date and distribute a written ballot to every Member entitled to vote on the matter. This distribution shall be made consistent with the time requirements specified in subparagraph (d) below.

(a) Content of Written Ballots. Any written ballots distributed to the Members to vote on any issue other than the election of Directors shall set forth the proposed action and provide an opportunity to specify approval or disapproval of the proposal.

(b) Balloting Time Requirements. Written ballots shall be distributed to all eligible Members at least thirty (30) days prior to the final date the written ballots must be received by the Association in order to be counted.

All written ballots shall provide a reasonable time within which to return the written ballot to the Association and shall state on the face of the ballot or in an

3.11. Revised  
July 2006

accompanying notice the date by which the written ballot must be returned in order to be counted.

The time fixed for the return of written ballots may be extended only if the Board so notified the Members in the balloting solicitation materials originally sent to Members and then for no more than two successive periods of sixty (60) days each.

- (e) Requirements for Valid Member Action by Written Ballot. Membership approval by written ballot shall be valid only if (i) the number of votes cast by ballot within the time established for return of the ballots equals or exceeds the quorum that would have been required to be present at a Membership meeting if such a meeting had been convened to vote on the proposal; and (ii) the number of affirmative votes equals or exceeds the number of affirmative votes that would have been required to approve the action at such a meeting.

If the time for returning written ballots is extended in accordance with subparagraph (d), the reduced quorum percentage specified in section 3.9(a)(ii) shall apply during the extension period(s).

- (f) Solicitation Rules: Written ballots shall be solicited in a manner consistent with the requirements of these Bylaws, pertaining to issuance of notices of Members' meeting. All solicitations of written ballots shall indicate (i) the number of responses needed to meet the quorum requirement for valid action, (ii) the time by which the written ballot must be received by the Association in order to be counted, and (iii) the percentage of affirmative votes necessary to approve the measure. If the period for the return of written ballots is extended under subparagraph (d), the Board shall be entitled to announce to the Members the aggregate votes for or against the proposal received at the extension date.

- (g) Notification of Results of Balloting process. Upon tabulation of the written ballots, the Board shall notify the Members of the outcome of the vote within thirty (30) days following the close of the balloting process and tabulation of the ballots. If the number of written ballots cast with respect to any matter is insufficient to satisfy the minimum quorum requirements, the Board shall so notify the Members.

Prohibition of Revocation. Once exercised, a written ballot may not be revoked.

- (h) 3.12. PROXIES: Proxies, in order to be accepted as valid at any meeting must be dated and shall not may not be revoked.

have been granted within eleven (11) months prior to the meeting, unless the Member granting such proxy shall have specified therein the length of time for which such proxy is to continue in force, in which case, the proxy shall be valid until the time of expiration set forth therein insofar as the same does not exceed the maximum time provided for by law, or until a more recently executed proxy is filed, or until actual notice is received by the Association of the death or incapacity of the person executing a proxy. All proxies shall be in writing, signed by the Member or his duly authorized attorney, and delivered to the Secretary of the Association, prior to the time when said proxy is exercised.

3.12. Added  
"must  
be dated and"  
July 2002

3.12.1. Added  
1988  
3.12.2. Added  
1988  
3.12.2.  
Revised July  
6, 2002  
3.12.3. Added  
July 6, 2002  
3.12.4. Added  
July 6, 2002

3.12.1. Proxies directed to the office of the President shall be voted by the Board of Directors.

3.12.2. Proxies directed by name to an individual (who does not have to be a Member) shall be voted by that individual or someone designated, in writing, by that individual to vote the proxy.

3.12.3. Any signed Proxy executed in blank may be exercised by the individual presenting the proxy.

3.12.4. If a proxy has been delivered to the Secretary of the Association and no one is present at the meeting who would have voted the proxy under these bylaws, the proxy shall be voted by the Board of Directors.

#### 4. DIRECTORS:

4.1  
Revised  
July 09

4.1. POWERS: Subject to limitations of the Articles of Incorporation, these Bylaws, the Davis-Stirling Act, and of the Nonprofit Mutual Benefit Corporation Law of California as to action that must be authorized or approved by the Members, all corporate powers shall be exercised by or under authority of, and the business and affairs of the Association shall be controlled by, the Board of Directors. The Board of Directors shall have the following powers and duties to perform the following functions on behalf of the Association:

(1) Enforcement of the Rules, Regulations and Guidelines, these Bylaws, and other documents regarding the ownership, management, and control of the Association;

(2) Payment of any taxes or assessments that are, or could become, a lien on any portion of the common area;

(3) Contracting for casualty, liability, or other insurance on behalf of the association, and pay the premiums for the insurance;

(4) Contracting for and paying for goods and services for common area facilities, and interests;

(5) Delegation of its powers to officers, or employees of the Association;

(6) Preparation of budgets and financial statements for the Association;

(7) Formulation of rules for the use and operation of the common areas and facilities;

(8) Initiation and execution of disciplinary proceedings against Members of the Association for violation of the provisions of the governing instruments;

(9) Entering into privately owned portions of the subdivision as necessary for the construction, maintenance, or repair of the common area;

(10) Election of officers of, and fill vacancies on, the governing body, except in the event that a Member of the governing body has been removed;

(11) Enforcement of any bond filed by the subdivider to ensure the completion of common-area improvements; and

(12) Protection of improvements in the common area, and bringing any action for damages to improvements in the common area deemed appropriate to prosecute.

4.2. NUMBER OF DIRECTORS: The authorized number of Directors shall be seven (7). This number may be changed by an amendment of the Articles of Incorporation or by a Bylaw being duly adopted by vote or written assent of Members entitled to exercise a majority of the voting power of this Association, but shall in no event be less than five (5).

4.2. Revised  
1980, 1994

#### 4.3. NOMINATION AND ELECTION OF DIRECTORS.

(a) Nomination for election to the Board shall be made by a Nominating Committee consisting of a Chairman, who shall be a Director, and two (2) or more Members. Each Member of the Nominating Committee shall be appointed by the Board to serve for a period of one year, and vacancies thereon shall be filled by the Board. Not less than sixty (60) days in advance of the date for election of Directors, the Nominating shall notify all Members in writing that the Members may nominate candidates to the Board ("Nominating Notice"). Members may nominate themselves or other Members. Nominations to the Board may only be submitted in writing to the Nominating and no nominations shall be accepted that do not conform

with the requirements of this Section. Members shall have fifteen (15) days from the mailing of the Nominating Notice to respond in writing to the Nominating Committee.

(b) Nominations shall also be accepted on the date of the Membership Meeting at which the secret ballots are counted by the Election Inspector(s). At the commencement of the Membership Meeting, the Election Inspector(s) shall ask for nominations from the floor and, provided that such Member is qualified to run for the Board election, such Member's name shall be added to the secret ballot. Members present at the Membership Meeting shall have the option of voting for such additional nominee as a "write-in candidate." However, secret ballots shall not be redistributed to the Membership, despite the addition of a nomination from the floor. Those Members who have cast their secret ballot by mail or hand-delivery to the Election Inspector(s) and who are not present at the Membership Meeting at which the secret ballots are counted shall not be required to re-cast their votes. No Member added as a "write-in candidate" shall have any cause of action, complaint, or right to call for a second election as a result of that Member's status as a "write-in candidate".

(c) If there are more nominees put forward by the Membership at large than seats to be filled on the Board, those nominees shall be all of the nominees. If fewer than the number of seats available are put forward by the Membership at large, then the Nominating Committee shall select that number of nominees equal to the difference between the total nominees put forward by the Membership and the number of Director positions to be filled.

(d) Election to the Board shall be by Secret Ballot, processing and vote tabulation to be conducted by Election Inspector(s) as provided in Section 3.11 and Section 3.12, above. Candidates may campaign for open positions thirty (30) to forty-five (45) days prior to the election; the persons receiving the largest number of votes shall be deemed elected.

(e) Election, Term of Office, Qualifications: The Directors shall be elected at each annual members meeting for a two (2) year term of office. If the annual meeting is not held, or if the Directors are not elected during the annual meeting, then the Directors may be elected at any special meeting of members held for that purpose.

If a member of the Board of Directors resigns from their position, they will not be:

- 1) allowed to run for the Board nor

- 2) be appointed to the Board

Until one (1) year from the end of the term that they were elected to fill has expired.

Four (4) Directors shall be elected to regular two (2) year terms on odd numbered years and three (3) Directors shall be elected to regular two (2) year terms on even numbered years. The Directors' terms of office shall terminate at the annual meeting of members upon the election of a successor Director. All Directors must be members of the Association in good standing. No member of the Board of Directors shall be elected to more than (2) consecutive terms. If the person is filling a vacancy, they may be elected to two (2) additional terms. After an absence of one year, the person may be elected to the Board the same as any new member.

This provision will be in effect for those members elected in July 1985 or later.

4.4. VACANCIES: Any vacancy occurring on the Board of Directors, except for a vacancy created by removal of a Director, may be filled by a vote of the majority of the remaining Directors, though they are less than a quorum of the Board, or by a sole remaining Director. A Director so chosen must be a Member of the Association in good standing and shall serve until the next annual meeting and the election of his successor. The Members may elect a Director at any time to fill any vacancy 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 may elect a successor to take office when the resignation becomes effective. Permanent employees of the Association may not be elected or appointed to the Board of Directors.

#### 4.5. MEETINGS:

4.5.1. CALL: Special meetings may be called at any time by the President, or, if he is absent or unable or refuses to act, by a Vice-President, or by any two (2) Directors. The first meeting of Directors shall be held within sixty (60) days after the filing of the Articles of Incorporation with the Secretary of State of the State of California.

4.5.2. REGULAR AND ANNUAL MEETINGS: Without call or notice other than this Bylaw, the Board of Directors shall hold its annual meeting immediately following each annual meeting of Members. Regular Board meetings are held monthly on the 2<sup>nd</sup> Saturday of each month (no meeting in December) at 1:00pm in the Commissary. The Board shall meet the 2<sup>nd</sup> Saturday of July, in addition to the regular July Annual Meeting.

4.5.3. PLACE OF MEETINGS: The annual meeting shall be held at the place designated for the annual meeting of the Members. Special meetings may be held at the principal office of the Association, or at any place designated by resolution of the Board of Directors or by written consent of all directors.

4.5.4. NOTICE: Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director, or sent to each Director by mail or by other form of written communication at least four (4) days before the meeting. If the address of a Director is not shown on the records and is not readily ascertainable, notice shall be mailed to him at the city or place in which the meeting of the Directors is regularly held. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place are fixed at the meeting adjourned. Notice of the annual meeting is dispensed with. Notice of special meetings shall also be given to the Members. Notice must state the nature of the special business that will be considered and be posted in the common area at least seventy-two (72) hours before the meeting, except for an emergency meeting.

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

4.5.6. QUORUM: A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present is the act of the Board of Directors.

4.5.7. VOTING: Each Director shall have but one (1) vote at any meeting.

4.5.8. ADJOURNMENT: In the absence of a quorum, a majority of the Directors present 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 an adjourned meeting of a meeting need not be given to absent Directors if the time and place are fixed at the meeting adjourned.

4.6. ACTION WITHOUT MEETING: Any action required or permitted to be taken by the Board of Directors under any provision of the Nonprofit Mutual Benefit Corporation

Code may be taken without a meeting, if all Members of the Board shall individually or collectively consent in writing to such action, and such written consent is filed with the minutes of the proceedings of the Board.

4.7. **COMPENSATION:** Directors as such shall not receive any salary or compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity other than permanent staff and receiving compensation therefore.

5. **OFFICERS:**

5.1. **DESIGNATION:** The officers of the Association shall be a President, and a Vice-President, a Secretary and a Treasurer. The Association may also have, at the discretion of the Board of Directors, one or more additional Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such officers as may be appointed in accordance with the provisions of this Section 5. Officers other than the President need not be Directors. One person may hold two or more offices except that of President and Secretary. The salaries or other compensation of all officers, if any, shall be fixed from time to time by the Board of Directors.

5.2. **ELECTION:** The officers of the Association, except as such officers may be appointed in accordance with the provisions of this Section 5.3 hereinafter stated, shall be chosen annually by the Board of Directors, immediately after the regular annual meeting of the Membership, and each shall hold office until resignation or removal or otherwise disqualified to serve, or a successor shall be elected and qualified.

5.3. **SUBORDINATE OFFICERS:** The Board of Directors may elect or authorize the appointment of such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time authorize or determine.

5.4. **REMOVAL AND RESIGNATION:** Any officer may be removed, either with or without cause, by a majority of the Directors at any regular or special meeting of the Board, or except in case of any officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

5.5. **VACANCIES:** A vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filled in the manner provided or authorized herein for regular elections or appointments to such office.

5.6. **PRESIDENT:** The President shall be the chief executive officer of the Association and shall, subject to control of the Board of Directors, have general supervision, direction, and control of the affairs and other officers of the Association. The President shall preside at all meetings of the Members and at all meetings of the Board of Directors and shall have the general powers and duties of management usually vested in the office of President of an Association, and shall have such other powers and duties as may be prescribed by the Board of Directors and the Bylaws, subject, however, to any limitations contained herein and/or in the Rules, Regulations and Guidelines.

5.7. **VICE-PRESIDENT:** In the absence or disability of the President, the Vice-President, or, if more than one, 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-Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively, by the Board of Directors or by the Bylaws.

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

meetings of Directors and Members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of Memberships and votes present or represented at Members' meetings and all the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Members and of the Board of Directors required by the Bylaws or Bylaw to be given, and shall keep the seal of the corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws. The Secretary shall also issue such certificates to title insurers as are required.

5.9. 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, disbursements, gains and losses. The Treasurer shall also maintain or cause to be maintained, complete records of all assessments and charges levied and the liens securing same under and pursuant to the provisions of the Bylaws, the amounts thereof, the Memberships against which the same have been assessed, the dates upon which the same are due, and upon which the same are delinquent, and a record of the payments thereof. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. The Treasurer 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 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 or by the Bylaws.

#### 6. CONTRACTS AND COMMITTEES:

6.1. CONTRACTS: The Board of Directors may enter into, make, perform and carry out contracts of every kind and character for any lawful purpose, consistent with the status of a nonprofit mutual benefit corporation, with any person or persons, partnership, firm, association, corporation, private, public or municipal, any body politic, any state, territory or municipality of the United States, or with the government of the United States or any department, branch, board, commission or contracting authority thereof or with any foreign government, including the right to make agreements with municipal, county, township, state, national or other public officials or with any political subdivision or any corporation or individual for doing of work on the streets, roads, way, walks, drives, driveways, parks or other portions or serving property subject to the jurisdiction of the corporation or for any other work to be done or utilities to be furnished as will enable the Association to cooperate with said officials, corporation or individuals to secure the benefits for the said property referred to or portions thereof that can be derived from the pro rata share of any municipal, county, state, national or other funds that may be available for use thereon, or in connection therewith or which might otherwise benefit the subject property. The Board of Directors may specifically contract and pay for all water, sewer and refuse collection serving the subject property and such electrical, gas or telephone services and use as shall be applicable to the Association. Any contract entered into with any person or organization to perform duties of operation and management of the property under the control of the Association shall not exceed one (1) year in length, subject to being renewed for similar terms upon the agreement of the parties to the contract.

6.1.2. The Board of Directors and Park Management (including a professional management company if applicable) are to assure that adequate insurance is maintained at all times on the Park's vehicles, equipment, facilities, employees, directors, officers and representatives. Coverage is to include, but not necessarily limited to, automobile liability, equipment and facility loss (all perils where applicable), commercial liability and liability coverage for management personnel, officers, directors and representatives of the Association and workers compensation insurance as required by California law. If for

6.1.2. Added  
July 2004  
revised July 09

some reason beyond the control of the Directors and/or Management insurance cannot be obtained then each designated Member is to be advised in writing. The written notice is to be mailed to insure each Member is notified at least thirty (30) days prior to expiration of any/all policies. The term "adequate" in this Bylaw is defined at the amount of insurance needed to replace/repair vehicles, equipment, facilities, etc., and provide liability limits as prescribed by the Board to protect the Park, its officers, directors, employees and Members against liability lawsuits.

6.2. CONTRACTS WITH MEMBERS: The Board of Directors may enter into agreements, contracts, and arrangements with any Member for construction or repair work, planting or replanting, care, cleaning, protecting, maintaining or the rendering of telephone, laundry, cleaning of any kind and all other special services generally in connection with a Member's campsite; provided the foregoing shall be paid from funds derived from the charges and/or assessments provided for herein.

6.3. COMMITTEES: The Board of Directors may maintain and operate such departments, boards and committees as may be provided for in these Bylaws or as it may provide by resolution, with such powers and authority as may be conferred, and to make funds of the Association available for the use of such departments, boards and committees. The Board of Directors may employ a manager, secretaries, engineers, auditors, legal counsel, technical consultants or any other employees or assistants provided for by these Bylaws or authorized by the Board of Directors and may pay all expenses necessary or incidental to the conduct and carrying on of the business of the Association.

6.4. Revised  
July 1994

6.4. PROPERTY MANAGEMENT: The Board of Directors may retain duly qualified professional real property management persons or organizations for the purpose of performing or assisting the Association in performing all of its obligations to manage and maintain the property and improvements subject to its jurisdiction. The term of any such property management contract shall not exceed one (1) year, and the renewal thereof shall be subject to the approval of the Members at the annual meeting by a majority vote of the Members present.

6.5. Revised  
July 1991 &  
July 2009 to  
comply with  
State  
Requirements

6.5. ENVIRONMENTAL CONTROL: The Board of Directors shall enter into an agreement providing for a WASTE WATER TREATMENT FACILITY OPERATOR as part of a continuing environmental protection program. The duties shall include the monitoring of reports and tests, as mandated by law for the California State Resources Control Board.

A self-propelled pumper vehicle capable of servicing self-contained vehicle sanitary units shall be made available on a reasonable schedule to any Association Member with individual fees assessed in accordance with the schedule posted at the Park Manager's office.

## 7. RESTRICTIONS ON THE USE OF FACILITIES:

7.1. GENERAL: In an effort to preserve the natural beauty of the Association's property, the following restrictions are imposed with respect to the use and development of the camping sites by the Members.

### 7.2. RESTRICTIONS:

7.2.1. No structures shall be constructed or located on a campsite except the following:

7.2.1.1. One (1) storage shed per campsite which may not exceed 8 feet in height, 8 feet in width, 4 feet in depth, with the materials used and appearance thereof to be approved by the Board of Directors.

7.2.1.2. Or, two (2) storage sheds 8 feet in height, 5 feet in width, 3 feet in depth. With the materials used and appearance thereof to be approved by the Board of Directors.

7.2.1.1. thru  
7.2.1.8. Added  
July 1992

7.2.1.1 revised  
7/07/12



Articles of Incorporation/Bylaws

7.2.1.3. A maximum of two hundred (200) square feet of decking may be installed per site. Per section 7.2.1.8. no platform or decking may exceed eight inches (8") at any point from the ground to the top of the platform. Anything higher requires a permit to be constructed per Title 25 regulations of the State of California. We do not allow anything to be constructed in this park that requires a permit per section 7.2.1.8.

7.2.1.4. A temporary platform (196 sq. ft.) for a tent or screen room may be installed providing it does not exceed eight (8) inches above the ground at the lowest point.

7.2.1.5. Any existing decking or platform (built prior to August of 2009) over 30 inches above ground must have a safety rail. All decks or platforms built after August of 2009 must be no higher than eight inches (8") from the ground to the top of the decking or platform. Anything higher requires a permit to be constructed per Title 25 regulations of the State of California. We do not allow anything to be constructed in this park that requires a permit per section 7.2.1.8.

7.2.1.6. None of the above may be located within five (5) feet of any boundary line.

7.2.1.7. All variances to be approved by the Board of Directors.

7.2.1.8. Revised  
7/07/12

7.2.1.8. Notwithstanding any provision of these Bylaws to the contrary, any and all structures constructed, erected, placed or altered at any campsite by a Member, or any use of a Member of the campsite, must comply with all applicable laws, codes, and regulations of the State of California, including without limitation, Health and Safety Code section 18200 et seq. and regulations adopted thereunder (e.g., Title 25, Chapter 2, Mobile Home Parks and Installations). Further, no Member may construct, erect, place or alter any structure, at any campsite, or use the campsite in any manner, that would require a permit under any laws, codes, or regulations, or that would cause a reassessment or increase in taxes or assessment against the Association's property or the Association. A member shall be liable for any such increase or reassessment and the Association may enter into the Campsite and remove the cause of such increase or reassessment at the Members' cost, which shall become a special assessment against the Member. The Association shall have the power, but not the obligation, to enforce all restrictions and requirements in Title 25 of the California Code of Regulations (Mobile Home Parks and Installations).

7.2.2. Added  
July 1992  
7.2.2. Deleted  
"Any  
Screenroom  
Membership"  
July 2004  
7.2.2.1. Added  
July 2003  
7.2.2.1.  
Revised July  
2004

7.2.2. Screen rooms of portable design intended for temporary use may be erected either on the ground or on a suitable temporary platform. Homemade screen rooms not to exceed 10 X 12 to comply with county regulation dated 1-1-92. All walls shall be screen walls without any solid sheeting sections. Roofs must be covered with non-permanent materials. Screen rooms must have the design approved by the Rules and Design Committee.

7.2.2.1. Commercially made (metal framed) screen rooms are limited to a maximum dimension of 144 square feet. All walls shall be screen walls without any solid sheeting sections. Roofs must be covered with non-permanent materials. Removable canvas or plastic roofs only. Screen room and any supporting structures must be approved by the Rules and Design Committee.

7.2.3.1. Added  
July 1995

7.2.3. Any trailer or motorized vehicle that is "RV" rated and licensed by the State of California is permissible. (Note - It must fit on the site with respect to the Bylaws.)

7.2.3.1. Any unit with toilet facilities must have a holding tank for same.

7.2.3.2. All recreational vehicles in the park shall be maintained in clean and orderly condition, with all tires inflated, leaves and pine needles swept off

7.2.3.2.  
Revised  
July 1999

roofs. In the event the association determines that there is a violation of this requirement, it may send a notice of violation to the site Member by first class mail.

The site Member shall have thirty (30) days to remove the vehicle, correct the problem, or protest the decision of the Association. To protest, the site Member shall send a letter to the Board of Directors. The matter shall be heard by the Board at the next regularly scheduled meeting.

If the violation is not cured or the recreational vehicle removed within the thirty (30) days, the association may have a towing service remove the recreational vehicle to the towing service storage area and treat the recreational vehicle for purposes of storage charges and lien sale as though it had been abandoned on the public highways.

Cost of removal shall be an assessment against the site Member.

7.2.4.  
Revised  
1982

7.2.4. Inoperable motor vehicles shall not be brought onto the property, and if they become inoperable while on the property shall be promptly removed by the owner or user thereof.

7.2.5. Permanent water hook-ups to individual campsites from any source of supply provided by the Association is prohibited. Temporary water hook-ups are permitted under the following conditions: A Member or guest is directing the use of that water for filling containers, maintaining water tanks, maintaining a pressurized hose while using a fire pit, or for a reasonable amount of landscape watering where required.

Plastic pipe placed underground to a Member's campsite from a proper fitting installed adjacent to a water hydrant with a minimum of twelve (12) inches hose connection may be installed after authorization is granted in writing by the Board of Directors.

No hose connection may be left connected to a Association hydrant after user departs the Park.

An approved, well maintained water bib with faucet must be available at all times for an additional user.

7.2.6. Sewer lines, whether permanent or temporary, to individual campsites from any source of supply provided by the Association are prohibited.

7.2.7. All allowable utilities except main power lines must be underground. No gas or electrical connections, whether temporary or permanent, to individual campsites from any source of supply provided by the Association shall be permitted.

7.2.8. Any ...  
Revised 1982

7.2.8. Asphalt or concrete products are prohibited for use in the construction of any roads, parking areas, walkways, patios, or storage boxes. Any camp-site exceptions would be subject to the prior approval of the Board of Directors or Rules and Design Committee.

7.2.9. Revised  
July 1993  
Members ...  
Safety

7.2.9. Members are prohibited from defacing, pruning or removing any trees beyond requirements for prescribed fire safety. Members may have some trees removed to enable them to utilize a campsite, but the removal of any tree must first be approved by the Association, with the removal of any such tree so approved to be done under the supervision of the Park's Manager.

7.2.10. No fence or partition along a boundary line shall be placed or constructed without the prior approval of the Association. Any fence exceeding five (5) feet in height or of any materials other than stone or wood is prohibited.

7.2.11. Wastewater and effluent must be handled as per instruction of the county sanitarian.

## Articles of Incorporation/Bylaws

- 7.2.12. Added  
In Addition...  
Members site  
Maximum at  
site added  
7-5-08
- 7.2.12. Size, location and development of some campsites may limit the number of units that may be placed on the site without overcrowding. Each unit must be at least five (5) feet from the Member's property line.  
Maximum at one time would be:  
One (1) screen tent or screen room, Two (2) units used for dining, cooking or sleeping on a campsite, and any combination of automobiles, pickup truck camper or tent trailer that does not exceed two (2) motorized vehicles on one campsite. In addition, two (2) Member owned golf carts may be kept on the Member's campsite. Guests staying with a Member may, if room permits, park an additional trailer or motor home on the Member's campsite for a maximum of fourteen (14) days.
- 7.2.13. Members are solely responsible for any damage to their personal property, which occurs on their individual campsite. Personal property is not covered under the Association's insurance policy. This is a requirement of the Association's insurance carrier.
- 7.2.14. Added  
Manager.  
Revised 1982  
7.2.14. For ...  
restrictions.  
Revised 1989
- 7.2.14. Renting, leasing or other commercialization of a campsite is prohibited, although a Member may permit the use of the campsite by immediate family members and their friends. A Member shall have no more than one guest family visiting at any one time on the campsite. It is preferred that guests stay on "Guest Sites," which is arranged by prior reservation through the Park Manager. For safety and security, it will be the responsibility of each Member to see that any and all of their guests are advised as to proper conduct and adherence to all Park restrictions. This includes completion of a registration form, which is available at the Association's office. On final departure, guests must check out at the Association's office.
- 7.2.15. Ownership of a Membership by more than one family is prohibited.
- 7.2.16. No boundary markers shall be damaged, defaced, moved or destroyed without the prior consent of the Association.
- 7.2.17. Revised  
July 1994
- 7.2.17. Members with more than one campsite, which are contiguous, may have them developed as one campsite after obtaining the prior written approval of the Association.
- 7.2.18. Access roads are to be kept free of any obstruction of any type or kind at all times.
- 7.2.19. Revised  
July 2009
- 7.2.19. All pets shall be restricted to the campsite by suitable enclosures or other forms of restraints. While off a campsite, any pet shall be on a leash. Any noisy, dangerous or offensive pet may be barred from the use of the campground by the Association. Pets shall not be permitted in any of the Park buildings. Pets shall not be permitted at any CTTA function on or off a leash. (Craft fairs, dances, dinners, annual meeting etc.)
- 7.2.20. The maintenance or keeping of horses and other livestock on the campsite is prohibited.
- 7.2.21. No signs, placards, displays or notices of any type or kind are to be located on a campsite or in the campground, except on the bulletin board.
- 7.2.22. The Park Manager shall have the authority to move Members' equipment and belongings without notice or without liability in the event of an emergency; however, neither the Park Manager nor the Association shall have the duty or obligation to do so.
- 7.2.23. The discharge of firearms and/or other weapons in the Park is prohibited.
- 7.2.24. The speed limit on all roads in the Park shall not exceed ten (10) miles per hour.
- 7.2.25. Added  
July 07 added  
"free standing  
portable"
- 7.2.25. Fire pits, barbecues, free standing portable and fireplace devices shall be inspected and approved by Fire and Safety. No Member shall leave a fire

unattended at any time. Effective 9/09/06: A charged water hose must be close by when using your firepit or a barbecue.

7.2.26. All garbage, litter and other waste materials shall be placed in containers designated for such purposes. Members shall maintain their campsites in a neat, clean and orderly manner at all times.

7.2.27. Motorbike and motorcycle riding is prohibited except in the areas designated by the Association.

7.2.28. Any noise generating equipment such as televisions, radios, and record players, shall be restricted in their use and time of operation as the Park Manager shall from time to time direct for the mutual comfort and pleasure of all Members. The operation of noise producing equipment such as chain saws is a disturbing factor to other Members and their use must be limited to reasonable hours, which will cause the least possible discomfort to other Members. They shall NEVER be used prior to 9:00 a.m. or later than 10:00 p.m. unless authorized by the Park Manager for work days or emergencies. Generator hours are scheduled in accordance with Park Rules, Regulations and Guidelines. As of 7/31/09 generator noise level cannot exceed 65 decibels. The hours of operation for this level will be 8:00 a.m. to 11:00 p.m. daily. If a generator is louder than the decibel limit of 65 decibels, the hours of operation will be 10:00 a.m. to 6:00 p.m. daily. The decibel level will be tested by the park staff, using a decibel meter, and will be tested at a distance of 10 feet from the location of generator.

7.2.29. Access to campsites shall be from one way roads only.

7.2.30. Members shall at all times abide by such other incidental rules for safety and conduct as established from time to time by the Board of Directors.

7.2.31. Self-contained vehicle waste storage tanks must have the outlet plugged except when using the Park's dumping station provided for this purpose or when the available pumping truck is servicing such unit.

7.3. CAMPSITES: The location, designation and boundaries of each campsite shall be adopted by the Board of Directors at its first meeting. Exterior boundaries of each campsite shall be established by permanent markers at the corner of each campsite with the boundaries to be generally straight lines between each set of corner markers, except such lines shall be modified to avoid bisecting large rocks, or trees located in the area where the straight line would otherwise have been located. The Board of Directors may prepare and maintain such maps, diagrams, or similar visual displays setting forth the location, designation and boundaries of each campsite as it deems appropriate. No Member may place, locate or maintain or permit to be placed, located, or maintained any object or structure within five (5) feet of the exterior boundary of any campsite. Any dispute between any Members as to the location of any boundary line between the Member's campsite and an adjoining campsite, or between the Member's campsite and any area not designated as a campsite shall be resolved by the Board of Directors. Any such matter may be brought before the Board of Directors by a written request from any Member involved or by any Director. Such a matter shall be considered at the next regular meeting of the Board of Directors, but if a regular meeting is not scheduled within sixty (60) days, then a special meeting of the Board of Directors shall be called by the President to held within the sixty (60) day period. Notice of the special meeting shall be delivered pursuant to these Bylaws to each Member involved in any such dispute. At the meeting each Member involved shall have the right to present evidence both oral and written relevant to and in support of the Member's position. Upon submission of all evidence, the Board of Directors shall decide the dispute and inform all Members involved of its decision within thirty (30) days after the submission. The decision of the Board of Directors shall be final and binding on all Members.

7.2.28. Revised  
July 1995 –  
Added decibel  
levels July 5,  
2008

The Board of Directors shall have the right to change the designation of any campsite at any time and to change the boundaries of a campsite at any time provided that the square foot area of the campsite and its general location in the campground are not materially affected. Any material change in area or general location of a campsite shall be done only after first obtaining the consent of the Member or Members whose campsites are involved and the approval of 51% or more of the Members, including the Members involved.

## 8. MISCELLANEOUS:

8.1.  
Revised  
July 1994

8.1. ANNUAL REPORT TO MEMBERS: The Board of Directors shall present at each annual meeting of the Members, a statement of the business affairs, financial condition of the Association as of the end of the previous fiscal year, October 1 to September 30, with the report of the financial condition to be prepared by an independent Certified Public Accountant or a Public Accountant with said report to be available for the review of each Member within thirty (30) days after completion. *(Note: Davis Stirling requires 120 days after close of Fiscal Year. This will be brought up to date at the 2013 Annual Meeting)*

8.2. CHECKS, DRAFTS, AND NOTES: All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness, issued in the name of or payable to the Association, and any and all securities owned or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

8.3. CONTRACTS - HOW EXECUTED: The Board of Directors, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless authorized by the Board of Directors, no officer, except the President, and no agent or employee shall have any power or authority to bind the Association to any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

8.4.  
Revised  
July 09 to  
comply  
with State  
Laws

8.4. INSPECTION OF CORPORATE RECORDS: The books of account and the minutes of proceedings of the Members and Directors and other corporate records shall be open to inspection by any Director upon demand at any reasonable time and to inspection by any Member upon written demand of any such Member at any reasonable time for a purpose reasonably related to his interest as a Member and shall be exhibited at any time when required by the demand of twenty-five (25) percent of the voting power of the Members represented at any Members' meeting. Such inspection may be made in person or by an agent or attorney and shall include the right to make extracts. Demand for inspection by any Member other than at a Members' meeting shall be made in writing upon the President, Secretary or Assistant Secretary of the Association. Every such demand, unless granted shall be referred to such officer to the Board of Directors. The Association shall keep in its principal office for the transaction of business the original or true copy of the Articles of Incorporation, as amended, the Bylaws, as amended, and the Rules, Regulations and Guidelines, as amended, each of which documents shall be open to inspection by the Members during reasonable business hours.

8.5. DEFECTIVE NOTICES: Any mistake, inadvertence or excusable neglect in giving any notice required by these Bylaws, shall not affect the validity of any meeting called thereby, or of any proceeding had at such meeting.

8.6. HEADINGS AND TITLES: All headings and titles used in these Bylaws, including those of paragraphs and subparagraphs, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in such Article, nor any of the terms or provisions of these Bylaws nor the meaning thereof.

## Articles of Incorporation/Bylaws

- 8.7. Added  
July 1994
- 8.7. ROBERT'S RULES OF ORDER shall govern the Association in all cases that they are not inconsistent with the Bylaws.
- 8.8. Added  
July 2002
- 8.8. The Association shall not spend more than five thousand (\$5,000) unbudgeted dollars without the consent of the Membership at an annual or special meeting within the fiscal year.
- 8.8.1. Added  
July 2002
- 8.8.1. The Association shall be allowed to exceed the limit set forth in section 8.8 in an emergency.
- 8.8.1.a  
Added July  
2002
- (a) An emergency is defined as a problem that must be cured in order for the Park to continue operating prior to the next Annual Meeting of the Membership. A complete disclosure of the emergency and all costs incurred must be documented in writing by the Board of Directors and provided to the Membership within thirty (30) days of the expenditure. The matter shall also be placed on the agenda of the next Annual meeting of the Membership for discussion and ratification.
- 8.8.2.  
Added July  
2006
- 8.8.2. No individual Director, or small group of Directors, is permitted to spend corporate funds without approval of the Board of Directors. The approval must be granted during a regular scheduled open monthly meeting of the Board of Directors. The only exception would be in case of an emergency. An emergency is defined in Bylaw 8.8.1.a.
- 8.9. Added  
July 2002
- 8.9. The Association will not enter into a loan agreement (commercial, private, or of any other nature), or pledge its assets (as collateral) in any way without the express approval (by vote) of at least 75% of all Members.
- 8.10. Added  
July 2003
- 8.10. The Board of Directors shall approve a process/plan developed by the Association to reduce the wild fire fuel load in the Park's greenbelt areas. The established "Greenbelt Fire Fuel Reduction Plan" is to be completed over a five-year period. The plan shall be placed into effect beginning 10/01/03. Upon completion of the original five years "Greenbelt Fire Fuel Reduction Plan", an ongoing "Greenbelt Fire Fuel Reduction Plan" shall be maintained annually. The Board of Directors shall be responsible for the implementation of this Bylaw.
- 8.11. Added  
July 2007
- 8.11 No member (or family member) guest, employee, etc. is allowed to operate a motor vehicle of any kind (car, truck, ATV, golf carts, etc.) within the confines of CTTA without a valid driver's license. If requested by the Board of Directors and/or CTTA Management any person driving a motor vehicle in the park must present their driver's license immediately. If the validity of the driver's license is questioned, the individual will be required to present a DMV printout within 5 business days. Any individual who refuses to comply, or if their license is found to be invalid, will be told to stop driving immediately. Those who will not stop will be banned from the park immediately (per bylaw 10.4) and legal action commenced through CTTA's Attorney. Members will be held legally responsible for their family members and/or guests.
9. AMENDMENTS OF BYLAWS:
- 9.1. Revised  
July 1995  
July 2006
- 9.1. AMENDMENTS: These Bylaws, and any part thereof, may be amended or repealed, and new Bylaws may be adopted by (1) the affirmative vote of greater than 75% of the Members present at a duly called meeting (in person or by proxy) or (2) by written ballot as defined in section 3.11 of these Bylaws, where a sufficient number of Members vote that would establish a quorum, if a meeting of the Members had been called, and greater than 75% of those Members vote in favor of the changes. All proposed amendments to the Bylaws must be presented to the Bylaw Committee no later than March 30<sup>th</sup> for review prior to submittal to the Membership.
- 9.2. Added  
July 1991
- 9.2. GENDER: All places in the Bylaws which refer to gender will include both sexes.

10. Added July 2002

10. SERIOUS OFFENSES AGAINST CALAVERAS TIMBER TRAILS:  
Recognizing that the Articles of Incorporation compel and permit the Board of Directors to protect and support the "peace, health, comfort, safety or general welfare" of the Membership, this provision is adopted to define and provide a remedy for serious offenses against the Association.

10.1. Added July 2002 a, h, & i added July 09

10.1. OFFENSES DEFINED

guests.

- a. Physical altercations and/or abusive language towards other Park Members, staff or
- b. Attempted damage or damaging Association property.
- c. Damage or attempted damage of other private property within the Park.
- d. Theft of property within the Park.
- e. Any intentional action taken that would cause physical harm to Park guests, staff or

members

- f. Any direct threats of physical harm to Park guests, staff or Members.
- g. Any act that would constitute a violation of California Penal Code Section 415, Disturbing the Peace, Section 647, Disorderly Conduct, or any other violation of California Law relating to conduct (which occurs on Association property).
- h. Failure to timely pay assessments.
- i. Violation of these Bylaws or Rules, Regulations and Guidelines as may be amended from time to time.

10.2. Added July 2002 Revised 7/07/12

10.2. PROCEDURE FOR DETERMINING VIOLATION.

- a. Any person who is a Member, family of Member, employee or officer of the Association may make a complaint, in writing, against a Member, family of a Member, or guest for violation of the above. The complaint shall be submitted to the Tribunal Committee authorized by the Board to act under this provision. If the committee determines that the complaint alleges a violation under section 10.1 above, and sets out sufficient facts, which, if proved, would appear to constitute a violation, the committee shall notify, in writing, the Member responsible for the alleged offending party and/or the alleged offending party of the claim. The Member responsible for the alleged offending party and/or the alleged offending party shall have the opportunity to respond in writing within 30 days.

If the committee determines that further action is necessary, it shall notify the Member responsible for the alleged offending party and/or the alleged offending party that it intends to hold a hearing on the matter, setting a date no sooner than thirty (30) days and no later than ninety (90) days. All parties will have the opportunity to present witnesses, documents, and any other evidence that the committee deems relevant. The procedure shall be informal and not bound by formal rules of procedure or evidence. The notification shall contain the date, time and place of the meeting, the nature of the alleged violation, and a statement that the Member has the right to attend and may address the Tribunal at hearing.

The committee shall make a written decision within thirty (30) days of the hearing, making specific findings of the facts proved and provisions of this section violated, if any, and also making a determination of punishments for violation, if any. The decision shall be mailed first class and sent by overnight mail to the Member responsible for the offending party and/or the offending party within fifteen days following the action.

The Member responsible for the offending party and/or the offending party may appeal this decision to the Board, in writing, within thirty (30) days of the date that the decision is mailed. If no appeal is submitted to the Board, the decision of the

committee shall be final, unless the Board finds for good cause that the time period shall be extended or waived.

The Board shall hold a hearing no sooner than thirty (30) days and no later than ninety (90) days from the date of appeal. The Board may consider any evidence presented to it that it deems relevant. The Board shall make a written decision within thirty (30) days of the hearing and mail it by first class and overnight mail to the Member responsible for the offending party and/or the offending party.

10.3. Added July 2003

#### 10.3. CRITERION FOR DETERMINATION OF PENALTIES FOR VIOLATION:

Once a violation or violations has or have been determined, the committee or Board (if appealed) shall determine penalties. Consideration in this determination shall be given to the seriousness of the offenses as they relate to peaceful enjoyment by other Members, the repetitious nature, if any, of the offense, the response to any warnings given, the attitude of the offending party and the chances of reoccurrence of the violation. The committee or Board shall be guided by a standard of reasonableness and shall be controlled by a mandate to provide a safe, peaceful, non-disruptive environment for all Members, staff and guests of the Association.

10.4. Added July 2002

#### 10.4. PENALTIES FOR VIOLATION

The committee or Board may assess the following penalties for violation:

1. Warning letter.
2. Monetary fines in accordance with the Board-adopted schedule of penalties distributed to each Member. (A fine expressly imposed to reimburse the association for the costs to repair damage to the common area or facilities caused by a Member shall constitute a lien under section 2.3.7 of the bylaws).
3. Temporary or full suspension of Membership and/or use of common areas or facilities.
4. For non-Members, exclusion from the Park and its facilities, temporarily or permanently.

In the event of any temporary suspension of the Member's privileges, or other discipline, the Board shall provide notice of the charges to the Member and provide the Member an opportunity for a fair hearing in accordance with Section 2.5.

10.5. Added July 2002

#### 10.5. CONFLICT WITH OTHER PROVISIONS OF THE BYLAWS:

To the extent that these provision conflict with any other provisions of these Bylaws, the other provisions shall not apply.

10.6. Added July 2002

#### 10.6. ACTIONS INVOLVING LAW ENFORCEMENT

There may be situations where the Board or staff deems it necessary to call law enforcement officers to prevent a breach of the peace or as a result of any perceived violation of any law. These provisions are intended to support any law enforcement remedies and to aid any law enforcement pursuits. To the extent applicable, these provisions may be presented to any law enforcement personnel responding to demonstrate the rules, guidelines for conduct, and purposes of the Association, should any be relevant to the discharge of duties by the law enforcement personnel.

10.7. Added July 2004, Revised July 2006

#### 10.7 RESIDENCE ON CTTA PROPERTY

All members are prohibited from establishing residence on the property. Residence is defined as being permanent and your only living establishment versus being migratory or transient. The Board of Directors is responsible for enforcement. Any Member, if formally asked by the Board of Directors, is required to show (in writing) verifiable proof of residence outside the confines of the Association's premises. A Post Office Box in some



Articles of Incorporation/Bylaws

community does not establish residence for compliance with this Bylaw. Compliance will be administered under Bylaw 10 as a serious offense against the Association.

END