> AMENDED ARTICLES OF ASSOCIATION OF THE
> GREEN VALLEY ROAD ASSOCIATION, FORMERLY
> GREEN VALLEY SUBDIVISION ROAD ASSOCIATION

WHEREAS, the Articles of Association of GREEN VALLEY SUBDIVISION ROAD ASSOCIATION were executed on April 9, 1969 and recorded in Volume 1230, page 367, et seq., Official Records of Placer County, California; and

WHEREAS, the four-fifths of the membership of the association voted at a general meeting to amend the Articles, which amended provision are set forth herein;

NOW THEREFORE, the Articles of Association of GREEN VALLEY SUBDIVISION ROAD ASSOCIATED are hereby amended to read as follows:

## 1.

The title of this Association shall be GREEN VALLEY ROAD ASSOCIATION.
2.

The object of this Association is to maintain the roads starting at the end of the county maintained portion of Lone Star Road, then along the un-maintained portion of Lone Star Road to Winding Way, then all of Winding Way, Bellbrook Drive, Bellbrook Court, Emma Lane and Garden Court, hereinafter said roadways referenced to as the "Maintained Roadway". Each parcel of land that has access to the Maintained Roadway shall have an easement for full and complete use of all such roads. With regards to Bellbrook Drive, the Association shall only be responsible with maintenance of the existing road and not improvements thereto.
3.

Any and all owners of real property with access to the Maintained Roadway shall be members of the Association, provided they either are already subject to these Articles or record an instrument binding their property to these Articles. Attached as Exhibits A, B, C, and D are Assessor's Maps with the parcels with access to the Maintained Roadway delineated.
4.

The affairs of the Associated shall be in the hands of a Board of Directors, which board shall be the governing body of the Association, which powers to collect assessments from the members, determine and direct all road improvements, construction, and maintenance to be performed, enter into contracts for such work, purchase materials therefore, and do all other things necessary or convenient in accomplishing the purposes of this Association.

Each parcel shall pay to the Association an annual assessment to pay for the costs of maintaining the Maintained Roadway, which annual assessment shall be due on the first day of January of each year, and shall be delinquent on the first day of February immediately following. The amount of the assessment shall be determined by a majority vote of the owners as provided in Paragraph 10.
5.

In the event any work properly to be done under the terms of these Articles authorized by the members in general meeting, or emergency repairs directed by the Board of Directors, shall necessitate an expenditure of funds in excess of the available funds of the Association, special assessment may be levied by the Directors not to exceed $\$ 50$ per lot in any one year, except on approval of a majority of the lots.
6.

For purposes of assessment or vote, the owner or co-owners of any one parcel shall be deemed to be one member, and when any one parcel is divided into one or more parcels with different owners or at least one different owner, such new subdivisions of land shall be deemed separate parcels and their respective owner or owners shall be deemed to be an additional member for vote and assessment. This Paragraph shall not be construed to authorize the division of parcels contrary to the provisions of the Declaration of Protective Restrictions.
7.

In the event any member shall fail to pay any assessment as required or provided for under the terms of these Articles, or any other moneys to be paid by such member under the terms hereof, the Board of Directors shall have the right to bring suit therefore in the appropriate court, for collection of said sum of money, as a direct promise to pay money, together with interest at the rate of seven percent (7\%) per annum and reasonable attorneys' fees as fixed by the court for prosecuting such action, and may have an attachment in any such action. Additionally, Alternatively, unpaid assessments shall be a lien against the parcel for the value of all unpaid assessments plus interest at a seven percent (7\%) per annum and reasonable attorneys' fees from and after the Association causes to be recorded a Notice of Delinquent Assessment against the parcel. The Notice of Delinquent Assessment shall be signed by the person designated by the Association for that purpose, or if no one is designated, by the president of the Association. A lien created pursuant to this Section may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the Notice of Delinquent Assessment, or sale by a trustee substituted pursuant to Section 2934a. Any sale by the trustee shall be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trust.

No member shall be relieved of the obligation to pay any assessment unless such relief is approved by a majority vote of the owners as provided in Paragraph 10.
8.

The members shall personally, or through their contractors, agents or employees, perform the labor necessary for works to be done under the provisions of these Articles, each performing the share allotted to him by the Board of Directors, or in lieu thereof, before the time for said labor to be performed, pay the Association such sum of money as fixed by the Directors to hire labor in place of performance by the member or his representative above mentioned.

## 9.

In the event any member shall sell his property or otherwise transfer title thereto, or any portion thereof, it shall be the transferring member's duty to notify the transferee of the transferee's automatic membership in the Association and provide the Association with the transferee's name and address. Both the transferring member and the transferee shall be jointly and severally liable for any assessment that comes due after the transfer of the property but before compliance with this provision.
10.

There shall be an annual meeting of the Association members, the date to be determined by the Board of Directors, and there shall be such other meetings as shall be called by the Board of Directors as they deem necessary or on request of thirty percent (30\%) or more of the members.

At the annual meeting, the Board of Directors, consisting of three (3) members, to serve for two years, shall be selected by a vote of the members present, in person or by proxy pursuant to Paragraph 14. In order to insure continuity on the Board, the Board shall have staggered terms. In even years one Director shall be elected and in odd years two Directors shall be elected. The nominee or nominees, as the case may be, receiving the highest vote or votes shall be elected. In voting for Directors only, each parcel shall have one vote in selecting the Directors. At a general meeting, a vote of majority of the members present, in person or by proxy pursuant to Paragraph 14, can override any action of the Board of Directors, or direct a future course of action. At a general meeting, an except for the vote selecting the Directors or a vote pursuant to Paragraph 12, no owner of property shall be entitled to more than one (1) vote regardless of the number of lots owned by said owner. At least fifteen (15) days written notice shall be given to all members of the time and place of each general meeting.
11.

The Board of Directors shall immediately select a president, a secretary, and a treasurer from among its own members, and such officers shall serve in their respective capacities for the term of one (1) year. The Board may adopt rules or bylaws to govern the conduct of their meetings and the handling of the Association. They shall serve without compensation. A majority of the Board shall be a quorum for transacting the business of the Board, and the duties of the respective officers shall be as directed by the Board. Any vacancy which may exist in the Board of Directors may be filled by appointment by the Board of Directors.
12.

This Association can be dissolved by a vote of four-fifths (4/5) of the membership, each lot having one (1) vote, at any general meeting, provided that some effective arrangement for carrying out the objects and purposes of the Association shall be substituted in lieu of the Association and provided further that the consent of the County of Placer is secured. No member shall have the right to withdraw separately, except upon the sale or transfer of all of his or her property. This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective members.
13.

Amendment of these Articles, except Paragraph 12, can be made by a four-fifths vote of the membership present, in person or by proxy, at an annual or special meeting. Article 12 shall not be amended.

## 14.

Members may enter int ${ }^{\text {d }}$ proxies vesting authority to exercise their voting power in another person only if that other person is a member of the association. Any proxy with any other person is void. Members voting by proxy shall be considered present at the meeting for purposes of calculating a majority. Unless otherwise indicated on the proxy or in a notice to the Board of Directors, proxies shall be valid for one (1) year from execution.
15.

Only the members in "good standing" shall be counted in determining the number of members that constitute a quorum, and the number of votes necessary to constitute a majority or a four-fifths (4/5) vote required by Paragraphs 12 or 13 . "Good standing" for the purposes of these Articles shall mean that all assessments due from the property owned by the member are current as of the date that a quorum is to be established or the member's vote is to be counted, and the member is not otherwise in default of any other provisions of these Articles.

No Director shall be liable to the Association or any member of the Association for actions taken in their official capacity as Director of the Association unless the action constitutes gross negligence or intentional misconduct.

IN WITNESS WHEREOF, we have set out hands on the $\qquad$ day of June 2016.

signature of Witness


Printed Name of Witness

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## State of California

County of Placer
$\qquad$ before me, Daniel McElvain, Notary Public personally appeared $\qquad$ fellerin (insert name and title of the officer) who proved to me on the basis of satisfactory evidence to be the persons) whose names) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures) on the instrument the persons), or the entity upon behalf of which the persons) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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