

**BYLAWS OF
ROMERO CANYON ROAD ASSOCIATION**

ARTICLE I

The name of the corporation shall be Romero Canyon Road Association, hereinafter referred to as the "RCRA".

ARTICLE II

The purpose for this corporation is the maintenance and improvements of the road surface, drainage and its gate(s) along the private portion of Romero Canyon Road, located in Castaic, California, 91384 it will be funded with VOLUNTARY contributions. The RCRA may engage in other activities such as, but not limited to, the mutual benefit of the Members such as preserving the rural way of life, oak trees along our street and equestrian trails. It shall be a limited non-profit private Mutual Benefit Corporation pursuant to the laws of the State of California, Sections 7110 to 8910.

ARTICLE III
Members

Section 1. Members:

The Members of the corporation shall be limited to the home/land owners, their heirs and assigns of the lots abutting the private portion of said Romero Canyon Road that have legal access to their property between the southerly property 30500 Romero Canyon Road, and northerly property 31171 Romero Canyon Road.

If and when such a dwelling and/or lots are created, its record owner may become a member of the Association and the number of Members will be increased by the number of lots created.

The holder or owner of a security interest only, such as a mortgagee, shall not be qualified to be a Member.

Section 2. Members:

The RCRA is strictly VOLUNTARY; therefore any Member may ask to be removed from this Association at any time with written request, by the Member to any officer serving on the Board. At which time, the Member, will not have any affiliation and NO rights to the RCRA nor will the Member be entitled to ANY benefits that the RCRA offers to its Members.

ARTICLE IV

The corporation shall have perpetual existence.

ARTICLE V

The affairs of the Association shall be managed by the Officers at regular meetings. Members shall elect a President, Vice President, Secretary and a Treasurer bi-annually who shall serve as Directors. The duties of the officers shall be as prescribed by these bylaws.

ARTICLE VI

The names of the officers who are to serve until the first election under these Bylaws shall be:

President..... Glen Ennis
Vice President..... Paula Reber
Treasurer/Secretary..... Marvin Metcalf

Said officers shall serve until August 1, 2016, before which the officers shall call with not less than fifteen (15) days notice a meeting of the Members to conduct the first election of Officers who shall serve until the Bi-Annual meeting in August of 2018.

ARTICLE VII

The Association shall hold a Bi-Annual meeting in August of even ending years to elect Officers and conduct business and shall hold quarterly meetings as necessary.

ARTICLE VIII

At all elections, the Members may cast only one vote for each residential dwelling owned and all such units owned by tenants in common or joint tenants may cast only one vote as a group for each lots owned.

ARTICLE IX

The bylaws of the corporation may be amended, altered or rescinded only when three-quarter (3/4) of the active Officers vote to change the bylaws.

All amendments shall not become effective until signed by at least (3/4) of the active Officers. Amendments may be proposed by any Member.

ARTICLE X **Officers**

Section 1. Officers:

The Officers of RCRA Board shall be a President, Vice President, Secretary and Treasurer. They shall take office immediately after election.

Section 2. The President:

The President shall be the chief executive officer of the RCRA, and shall perform such other duties as from time-to-time may be assigned to him by the Members. The President shall be ex officio a Member of all committees.

Section 3. The Secretary:

The Secretary shall keep the minutes for all the Members' and Officers' at all meetings. They shall perform all duties incident to the office of Secretary and shall perform such other duties as may from time-to-time be assigned by the Members or the President.

Section 3. Treasurer:

The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the RCRA. They shall perform all duties incident to the office of Secretary or Treasurer and shall perform such other duties as may from time-to-time be assigned by the Members or the President.

Section 4. Registered Agent:

If deemed required the Officers shall appoint a Registered Agent for the RCRA, but who must be a United States Resident, and whose duties shall be limited to those provided by California law.

Section 5. Vacancies: The active Officers shall fill any vacant Officer position with a new Member for the remaining term with a minimum 2/3 vote and that member shall serve until the next regular schedule election.

ARTICLE XI
Meetings of Members

Section 1. Annual Meetings.

There shall be an annual meeting of the Members each July at such place as may be designated in Castaic California of each year. Notice for such meeting shall be given three (3) weeks in advance.

Section 2. Special Meetings.

Special meetings of the Officers shall be held whenever called by the President or by at least two (2) Officers. One (1) week notice shall be given to Members.

Section 3. Proxy.

Votes by Members may be cast in person or by written proxy, with only one vote for each lot owned as provided for in Article VIII.

Section 4. Quorum.

A quorum shall consist of at least three-quarters (3/4) of active Officers either in person or by proxy, and it shall take three-quarters (3/4) vote of the Officers to decide any question that may come before the meeting.

ARTICLE XII

Section 1. Qualifications.

Only persons qualified to be Members under Article III shall be Officers.

Section 2. Members.

A Member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or facilities of the RCRA, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after Membership ceases.

ARTICLE XIII

Section 1.

The RCRA shall have the right to request a VOLUNTARY annual maintenance fee. Commencing August 1, 2015, and on the same day of each year thereafter, each owner of a lot with a substantially complete residence, shall pay in advance, the maintenance fee and charges and such payments shall be used by RCRA to create and continue a Maintenance Fund to be used by the RCRA. The RCRA may vote to access the maintenance fee and charges in installments and to set the payment date for such installments. The VOLUNTARY annual maintenance fee may be adjusted from year-to-year by the Officers as the road maintenance needs may require.

Section 2.

The VOLUNTARY maintenance fee shall be used for improving and maintaining the said roadway surface, gate(s), common utilities, common areas, and drainage areas. It shall also be used for providing liability insurance coverage for the Association, its Members and Officers and the costs of consultants.

Section 3.

In addition remote control access device for any electric gate(s), hereinafter referred to as the "clickers" will be leased annually to generate additional funds for the RCRA. These lease fees will be determined by the Officers annually depending on the revenue required to maintain and operate the electric gate(s). These clickers will be owned solely by RCRA and leased to Members. The RCRA will if necessary be able to deactivate any clickers if the lease fee is not paid with 30 day of its due date. Residents who do not want to lease a clicker will be given an access code and will be able to enter the said access code to enter the private gate(s).

ARTICLE XIV

Officer Elections will occur at the bi-annual meeting in person or by Proxy via a ballot election.

ARTICLE XV

Insurance

The Association shall maintain in full force and effect a general liability insurance policy for the benefit and protection of the Association, its Officers and Members. It shall cover the roadway surfaces, common areas, facilities, equipment, and activities owned, operated and/or maintained by the Association as well as personal property and all acts performed for the Association. It shall have a face amount which shall be determined from time to time by the Membership. Costs of insurance shall be a part of the annual expenses.

ARTICLE XVI

Indemnification of Officers and Members

Each officer, member and employee of The Corporation shall be indemnified by The Corporation to the extent of insurance coverage against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of The Corporation), by the reason of the fact that such person is or was an officer, member or employee of The Corporation, if such person acted in good faith and in a



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manner reasonably believed to be in the best interests of The Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in the best interests of The Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Expenses incurred in defending a civil or criminal action, suit or proceeding, may be paid by RCRA in advance of the final disposition of such action, suit OR proceeding as authorized by the Members in the manner provided by the applicable statutes of the State of California concerning indemnification by nonprofit. Upon the receipt of an undertaking by or on behalf of the officer, member or employee to repay such amount, unless it shall be ultimately determined that such person is entitled to be indemnified as provided herein.

In the event that such action or proceeding be by or in the right of RCRA, The Corporation shall have the same power to indemnify and insure any such director, officer or employee, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such duty, unless the court wherein the action or proceeding is tried shall specifically find that despite the adjudication of liability, but in view of all the circumstances of the case, such a person is fairly and reasonably entitled to indemnity.

The indemnification provided by these bylaws shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute or regulation of the State of California.

As used in this provision, the terms "Officer", "Member", include the respective heirs, executors and administrators of persons holding such offices in RCRA

Consent

We as neighbors are VOLUNTARILY joining hands to better our communicate and assuring our private road has funds available and is maintained in the future We, for ourselves and our heirs, successors and assigns, consent and agree to be subject to the terms and conditions of these Bylaws. As residents, now Members of, Romero Canyon Road Association who currently own properties along the private portion of Romero Canyon Road know that this consent is strictly on a VOLUNTARY basis and can be revoked at anytime. We as residents want to maintain and improve our private road. This includes the road surface, drainage and its future gate(s), along with preserving the rural way of life, the oak trees and the equestrian trails along the private portion Romero Canyon Road located in Castaic California, 91384.

Print name Sign house address E-mail

August _____, 2014 _____

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