

Return to and

This Recording is requested by:

Wildwood West Road Association Corporation

C/O KAREN GIFFORD

12072 SUNSET HILL ROAD
Penn Valley, CA. 95946

Nevada County Recorder

Gregory J. Diaz

Document#: 20220024793

Friday December 16 2022, at 02:30:05 PM

Rec Fee:\$93.00 CCF:\$1.00 CC:\$75.00

Paid: \$169.00 CM

The document:

Bylaws of the Wildwood West Road Association

A California Corporation

These Bylaws were signed into effect November 9, 2022. They comprise 46 parcel holders. The document received notary service for the current Board officers: Jesse Ettlin, Alvin Gebhard, Karen Gifford, Lauren Rossoovich, and Robert Spier. The Bylaws comprise 13 pages with the corporate seal. There are five notary pages for each officer signing the document into effect and five attachments as follows:

Attachment A Declaration of Road Maintenance Agreement recorded October 14, 1976

(Pages 1, 2, 3 & 4) by Nevada County No. 20644

Attachment B The Wildwood West Road Association Corporation Parcels

(List Address, Parcel Number and Fee Increment)

Attachment C Parcel Map as of January 22, 2022

Notice to Title Companies of Wildwood West Road Association Corporation

Recorded November 21, 2011 by Nevada County Document 20110027781

Attachment E Resolution No. 06-407 of the Board of Supervisors of the County of Nevada (Release of Offer of Dedication by Nevada County) August 11, 2006

This document supersedes previous filings with Nevada County:

Bylaws of Wildwood West Road Association Document 2004-0002045-00 1/20/22

Bylaws of Wildwood West Road Association Document 2005-0027965-00 7/21/2005

Bylaws of Wildwood West Road Association Document 20160011708 6/3/2016

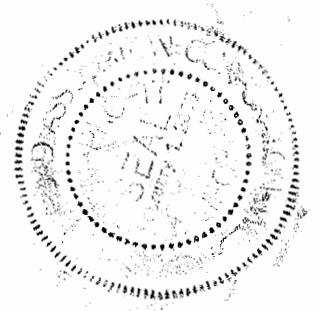
Thank You,



Karen Gifford

Wildwood West Road Association

Secretary



BYLAWS OF THE
WILDWOOD WEST ROAD ASSOCIATION
A CALIFORNIA CORPORATION

ARTICLE I - NAME, LOCATION AND SEAL

1-1 The name of this corporation is Wildwood West Road Association Corporation, a Nonprofit Mutual Benefit Corporation.

1-2 The physical office of this Corporation is the Penn Valley, California, home or office address of the current Chairperson of the Board of Directors, and changes each time there is a new Chairperson. The actual mailing address of this Corporation is: P.O. Box 1095, Penn Valley, CA 95946-1095.

1-3 The Corporation shall, through its Board of Directors, adopt and use a corporate seal consistent with provisions of section 7140 (a) of the California Corporations Code, and may alter the form of the seal from time to time by vote of its Board of Directors.

ARTICLE II - PURPOSES

2-1 The specific purpose of the Corporation is to provide for the implementation of the Declaration of Road Maintenance Agreement (Attachment "A") and its exhibits, (hereafter the "Agreement"). This Agreement, which runs with the land, was recorded in Nevada County, California on October 14, 1976, Volume 818, Pages 661-675, Nevada County Official Records.

2-2 The purpose of the Corporation is to provide for the maintenance and upkeep of Wildwood West Drive in a good and passable condition.

2-3 An Offer of Dedication was rescinded by the County of Nevada on August 13, 2006, making Wildwood West Drive a private road, as identified on Attachment "E" hereto.

ARTICLE III - MEMBERS

3-1 The Association shall have a single class of membership. Its members consist of the legal owner(s) (including their representatives, heirs, successors in interest, and assigns, as the case may be) of each separate parcel of real property within the boundaries of the Road Association that possesses an easement appurtenant over Wildwood West Drive maintained by the Association for ingress or egress. As of December, 2021, there were forty-six (46) such parcels, identified on Attachment "B" hereto.

ARTICLE IV – VOTING RIGHTS.

4-1 Each parcel of property owned by a Member shall be allowed one vote. Members may vote in person or by proxy, but may not vote if their assessment payments are delinquent by September 1.

4-2 Any Association business requiring a mailed ballot shall be delivered by U.S. Mail (hereinafter referred to as USPS). The balloting must be secret. Each Association member voting must follow the instructions on the ballot.

ARTICLE V – MEETINGS

5-1 All meetings, including committee meetings, shall be open to all Association Members (with the exception of Executive Sessions discussed in section 5-6).

5-2 A Chairperson of a meeting or Committee, may use either the latest edition of “Robert’s Rules of Order or the abridged Small Boards version.

5-3 A Special Meeting of the Association Members may be called if any Member submits to the Board a petition which bears the signatures of 20% of the Association Parcel Owners. A quorum at such special meetings must consist of 33% of Members. The Special Meeting must then be scheduled by the Board to occur no later than forty-five(45) days from the date the petition was submitted to the Board.

5-4 Board of Directors' meetings shall be held at least quarterly. The Board must meet at least thirty days preceding the annual membership meeting to adopt an agenda for that meeting.

5-5 The annual meeting shall be held in close proximity to Wildwood West Drive in Penn Valley, CA. in April prior to the start of the fiscal year unless the Board of Directors designates another time and place and so notifies Members. Notice of time, place and date must be given at least thirty (30) days in advance. Notice may be given by USPS mail or by electronic mail. The notice must include the items required under Article XIV, Section 14-3 of these Bylaws.

5-6 All meetings, including committee meetings, may be conducted according to Robert’s Rules of Order, and are open to all Association Members. The Board does have the discretion to meet in “Executive Session” for the discussion of:

- personnel matters
- working out a payment schedule for Members
- the awarding of third party contracts (except that sealed bids shall be opened publicly, before going into Executive Session)
- litigation (which shall be discussed only in Executive Session if the Association’s attorney so advises)
- an appeal by any Member who may contest their dues assessment.

Minutes of executive sessions will express, in general terms, the results of such sessions.

5-7 No later than fifteen days(15) following the Annual Quarterly, or any Special meeting, the Secretary shall publish and distribute a copy or a summary of the minutes to the Association Members. Quarterly meeting minutes will be labeled "Draft" until they are approved by the board at the next meeting.

5-8 Any meeting other than the Annual Meeting may be held by conference or Internet call provided a quorum is participating.

5-9 The Secretary shall be given at least 48 hours' notice of all meetings of the Board of Directors or any Committee to the Association Members. Notice shall include date, time, and location of the meeting. Notifications will be done electronically unless a member desires or does not have Internet access, then notice as requested will be given by USPS mail or if time does not permit by phone.

ARTICLE VI - BOUNDARIES

The boundaries of the Association comprise the external boundaries of each contiguous parcel along the perimeter formed by those parcels having deeded access to Wildwood West Drive and/or its tributaries (Sunset Hill, Hitchin' Post, and Mellow Pines) as listed and identified on attachment "C" hereto.

ARTICLE VII - BOARD OF DIRECTORS

7-1 The Board shall consist of five Directors. These Directors will hold the primary positions of this Corporation with the following titles:

- a. Chairperson
- b. Vice Chairperson
- c. Secretary
- d. Treasurer
- e. Roadwork Director

7-2 Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations in the Articles of Incorporation and these Bylaws regarding actions that require approval of Members, the corporation's powers shall be exercised by or under the Board's direction.

7-3 Directors will serve two-year terms. No Director shall hold the same Office for more than two consecutive terms. After a break of two years, a Director may seek another term for the same office.

7-4 Directors shall be elected to staggered two-year terms of office. The Board members

holding the offices of Vice Chairperson and Secretary shall be elected to terms which expire in even numbered years, the Chairperson, Treasurer and Roadwork Directors terms expire on odd numbered years.

7-5 No two members of the same family may serve on the Board at the same time. Members of the same family may serve on any Board-approved committee.

7-6 In the event of a vacancy on the Board, the remaining Directors shall elect a successor who shall serve the unexpired term of the predecessor.

7-7 A Director shall not receive any compensation for any meeting attended or other service rendered to the Corporation. However, any Director may be reimbursed for actual and reasonable out-of-pocket expenses incurred in the performance of their duties. Claims for reimbursement must be submitted to the Treasurer and supported by vouchers or receipts (which shall be retained for four years). The Treasurer may submit any question about reimbursements to the full Board for a final decision. Any other Board member may ask the full Board to review and post on minutes any reimbursement approved or denied by the Treasurer.

7-8 No Director shall make any loan of corporate funds to anyone, or guarantee any obligation of this Corporation.

7-9 The Board will abide by the latest edition of the prudent man (or prudent person) rule for nonprofit organizations. The corporate standard is: One serves "in good faith," acts with prudent care, and in the best interest of the organization

ARTICLE VIII - QUORUM

8-1 A majority of Directors of the Board must be present to constitute a quorum and to act on behalf of the Corporation. Every action taken or decision made by a majority of the five-member Board shall be the act of the Corporation, including approval of contracts, appointment of committee members and any other lawful business, subject however to any more stringent provision of the California Nonprofit Mutual Benefit Law.

8-2 Twenty-five (25%) percent of the Members qualified to vote (12 of the 46 parcels) of Association parcel owners must be present at the Annual or any Special membership meeting for the conduct of business. Provided there is such a quorum attending at any such meeting, a decision approved by one more than one-half the number of those present and qualified to vote shall be an act of the Corporation, subject however to any more stringent provision of the California Nonprofit Mutual Benefit Law or of these Bylaws.

8-3 Any meeting at which a quorum as defined above is initially present may continue to transact business, despite the withdrawal of Members or Directors, as the case may be, if any action taken is approved by at least the majority required for that meeting.

ARTICLE IX - COMMITTEES

The Chairperson may create ad hoc committees to carry out the business and objectives of this corporation at the will of the Board; committee members may serve renewable one-year terms. Each Committee may set its own quorum requirements for the transaction of Committee business. The Chairperson of each Committee is responsible for the appointment of a secretary to keep its minutes, and in default thereof, shall keep the minutes and make them available upon request.

ARTICLE X - DUTIES

10-1 The BOARD:

- a. Conducts the business affairs of the Corporation in accordance with good business practices, within the confines of the Association's Bylaws and the Corporation Laws or any other laws of California;
- b. Reviews the Treasurer's invoices and account records, whenever there is a change of Treasurers, to ensure they are accurate and complete. The results of the review shall be entered in the minutes of the Board;
- c. Ensures that the Association is never financially obligated beyond the actual cash amount on deposit in the bank, and a minimum balance of one thousand dollars (\$1000.00) is maintained for emergency Association expenditures;
- d. Ensures that a current copy of the Bylaws is recorded with the County.

10-2 The CHAIRPERSON:

- a. Provides leadership and direction to the Board and the Committees;
- b. Presides at the meetings of the Board and of the Association;
- c. Ensures that the Association members are kept informed of Board actions and of the financial condition of the Association.

10-3 The VICE CHAIRPERSON:

- a. Assists the Chairperson and assumes the duties of the Chairperson in their absence;
- b. Takes over the office of the Chairperson, if a vacancy occurs or whenever the Chairperson becomes unable to perform the duties of the office;
- c. May take on any other responsibilities as deemed necessary, as requested by a board member, with approval of a majority of the Board;

- d. Ensures that new parcel owners receive a copy of the Bylaws.

10-4 The SECRETARY:

- a. Maintains complete and orderly records of correspondence and other records of the Association;
- b. Verifies the existence of a quorum at all Membership and Board meetings;
- c. Records, publishes and distributes the minutes of such meetings;
- d. Assists the Chairperson, Vice Chairperson, and the Treasurer as needed;
- e. Maintains a directory of names and mailing addresses of owners of record for each parcel comprising the Association membership. This directory is to be based on records of the Assessor of County of Nevada and is to be updated at least annually;
- f. Gives notice of all meetings to Members and to the Board, mails out written Ballots as necessary, and verifies and records their receipt;
- g. Keeps the Corporate seal in safe custody;
- h. Makes all periodic filings required by the State.

10-5 The TREASURER:

- a. Issues annual dues assessment invoices to property owners and follow-up statements as needed;
- b. Files liens if necessary;
- c. Processes payment invoices submitted by vendors and suppliers, and files any required tax returns. An outside accountant may be retained if desired with board approval;
- d. Maintains correct and complete financial records of receipts, disbursements and balances, using bookkeeping methods approved by the Board of Directors, which records are to be open to inspection by any Director at all reasonable times;
- e. Provides financial statements at each board and annual meeting;
- f. Submits quarterly statements of accounts for review to the Vice Chairperson.

10-6 The ROADWORK DIRECTOR:

- a. Reports to the Board on road deficiencies at least twice per year;

- b. Develops and prioritizes proposals for road work within the Association's budget;
- c. Records bids received for proposed road work and give to the secretary;
- d. Oversees all road work, ensuring that the Road Maintenance Standards (Article XIX below) are met or exceeded, and that work is done in a timely manner.

ARTICLE XI - EXPENDITURES

11-1 The following Directors are approved for signing checks: Chairperson, Vice Chairperson, Secretary, and Treasurer. The signatures of any two of these Board members are required on any Association check larger than \$500.00 (five hundred dollars).

11-2 Other than approved budgeted road work, expenditures over \$1000.00 (one thousand dollars) must be approved in advance by a majority (three or more) of the Board.

11-3 Other than for road maintenance, the Association shall not make any expenditure during any fiscal year of an amount in excess of \$2,000.00 (two thousand dollars) -- whether all at once, or spread over smaller payments for any one item -- without first notifying the membership by mailed secret ballot, with such explanation as the Board deems appropriate. Such proposed expenditure shall be deemed approved when ratified by a majority (51%, or 24 of the 46 parcels) of the Membership in accordance with Section 13-4.

ARTICLE XII - CORRESPONDENCE

12-1 The Treasurer and Secretary shall each have a key to the Association mailbox.

12-2 The Association's mail must be collected and opened at least twice a month. Checks, bills, and correspondence concerning dues or the Association's account shall be forwarded immediately to the Treasurer. All other correspondence shall be forwarded to the Chairperson for appropriate response or action.

12-3 Correspondence must be replied to no later than thirty days from date of collection.

ARTICLE XIII - MEMBER VOTING

13-1 Only Association members may vote on Association business.

13-2 Only one valid vote is allowed per fully paid-up parcel. If two or more owners of a parcel are equally divided as to how to vote, the vote for that parcel cannot be counted until there is agreement by a majority of the owners. Members owning multiple parcels shall be allowed a vote for each fully paid-up parcel so owned.

13-3 Proxies. At all Association meetings, each member may vote in person or by proxy. All proxies shall be in writing on a form provided by the Secretary.

13-4 Except as otherwise expressly herein provided, for any association business not conducted

by meeting that requires a full vote of the Membership of the Association, the Secretary shall distribute blank ballots in person or through USPS mail on a date that is announced at least ten (10) days in advance to the full Membership.

- a. The members will have a minimum of thirty (30) and a maximum of forty-five (45) days from such date in which to return their ballots to a member of the Board. Ballots shall include a "return no later than date". Ballots will consist of a secret ballot envelope and a return ballot envelope. Each Ballot will be stamped with the corporate seal.
- b. The Secretary or Treasurer shall verify ballots against the Association's member directory.
- c. Only those verified ballots received at the Association mailbox or given to an Association Director within the time limit are officially accepted.
- d. The Secretary, and one other Board member, will open Ballots after the "return no later date". Ballots with the verified Corporate Seal will be counted and results will be presented to the Association Board and Members.
- e. The Secretary shall supply a replacement ballot to those members who have lost theirs within the voting period.
- f. A majority vote is 51%, or 24 of the 46 parcels of the Membership.

ARTICLE XIV - ELECTIONS

14-1 The Board will solicit nominations for open positions on the Board and shall distribute nominations prior to the annual general meeting in accordance with Section 14-3 below. Additional nominations may be made in writing to the Board by any three Association members prior to such distribution in a timely manner which allows their name to appear on the ballot.

14-2 If those voting at the Meeting allow it, nominations for the Board may also be made and seconded by Members from the floor at the Annual Meeting. Persons so nominated shall be treated as write-in candidates on the ballot for that meeting.

14-3 The list of Board nominees, a list of any association business to be voted on; and an Official Ballot shall be mailed to all Association Members, eligible to vote, no later than thirty (30) days before the annual meeting.

14-4 The nominees receiving the most votes by ballot will be deemed elected.

ARTICLE XV - VACANCIES

15-1 A vacancy in the office of Chairperson shall be filled by the Vice Chairperson.

15-2 Other vacancies of the Board of Directors prior to completion of the terms of office shall be filled through appointment by majority vote of the remaining Board members.

15-3 Vacancy appointments shall be confirmed by a vote of Association members at the next Annual meeting. If a vacancy appointment is not so approved, the Board position shall be declared vacant, nominations shall be opened from the floor, and a successor director shall be elected at the meeting to serve out the remaining term for that position.

ARTICLE XVI - RECALL OF BOARD MEMBERS

16-1 Misconduct Recall.

- a. A member of the Board of Directors may be removed from office upon submission of written charges (Recall) by a member of the Association which shall charge the director with acting beyond their authority, or acting in violation of specified Association Bylaws or any other applicable statutes.
- b. The remaining Board members shall investigate the charges and must vote on the Recall within forty-five (45) days of its submission.
- c. If a majority of the Board members, not the object of the Recall, approve of the Recall action, then the Recall must then be put before a secret ballot vote of the Association Members within forty-five (45) days of the Board's decision, in accordance with the provisions of Section 13-4 above.

16-2 Recall by Petition.

- a. A petition to conduct a special ballot for the removal of one or more Directors may be submitted to the Board by any Association Member. The petition should explain fully the charges on which the Recall is based, and bear the signatures of twenty percent (20%) of the Association Members (i.e., 10 of the 46 parcels). In the event the Petition requests a vote to recall the entire sitting Board, it shall also nominate at least five (5) persons to fill the vacancies on the Board in the event the Recall is approved by the Membership,
- b. The Recall action must then be put before the Association parcel owners within forty-five (45) days of submission of the Petition, in accordance with the provisions of Section 13-4 above, and such action requires only that the Board set and announce the date on which Recall ballots will be mailed to the Members.

16-3 Approval of Recall.

- a. If a majority of voting Members by secret ballot approve the Recall, the Board member(s) in question will be removed from office immediately, must surrender to the Board any records or materials belonging to the Association, and shall be ineligible for reelection for six (6) years. The Board shall notify the Association

Members of the results of the Recall and who was appointed to fill the vacancy.

- b. Any Director who is a subject of a Recall vote by the membership shall immediately be suspended from their office until the Recall action has been concluded. In the event of approval by the Membership to recall the entire Board, the existing Board shall conduct only essential business until the results of the Recall are announced. If such Recall of the entire Board is approved, the five persons receiving the most votes shall be deemed elected and shall meet promptly to organize a new Board in accordance with these Bylaws. If Recall is approved only as to certain Board members, those Board members shall be deemed replaced by those candidates receiving the highest votes for those positions accordingly.

ARTICLE XVII - ANNUAL ROAD ASSESSMENT

17-1 In compliance with California Civil Code 845, paragraphs (a) through (c), the annual Assessment for each parcel shall be an amount proportional to the "use" made of (i.e. distance traveled on) Wildwood West Drive from its beginning at Pleasant Valley Road in order to access that property, or tributary road(s) leading to that property. This usage shall be measured based on the parcel's main driveway. The Rate shall be \$180.00 at the beginning of Wildwood West Drive and shall increase by twenty dollars (\$20) for each additional half mile increment, to a maximum rate of \$240.00 for the last increment, as shown on Attachment "B" Parcels hereto.

17-2 The Assessment is due and payable on May 1st of each year.

17-3 Bills for the following year shall be sent to the owners of record by April 1 and are due within thirty (30) days.

17-4 Assessments not fully paid by July 15th will be delinquent.

17-5 Members whose Assessment is still unpaid by July 15th will be:

- a. First, sent a second notice advising that their account is delinquent and demanding payment forthwith, and
- b. Second, should written demand for payment be unsuccessful, the Association may initiate Court action to collect all moneys due if the Board deems such action necessary and appropriate, pursuant to the provisions of these Bylaws and of California Civil Code 845, paragraph (c).

17-6 Court filing costs and any legal fees will be added to the Assessment, effective on the date of filing plus interest and late charges.

17-7 For those needing one, a payment schedule may be arranged, with the approval of the majority of the Board.

17-8 Members may make donations to the Association in addition to their assessment

Donations will not go towards their annual Assessments.

17-9 Annual Assessments may be changed by a majority vote (51%, or 24 of the 46 parcels) of Association parcel owners in accordance with Section 13-4.

17-10 Special Assessments for specific purposes, such as overlaying of degraded paved surfaces, may be levied by a majority vote (51%, or 24 of the 46 parcels) of Association parcel owners in accordance with Section 13-4.

ARTICLE XVIII - DRIVEWAY ENCROACHMENT

18-1 Members who wish to connect a driveway from their property to Association roads must contact the Board of Directors for encroachment specifications to ensure that drainage problems do not develop that could increase road maintenance costs.

18-2 If a problem with a driveway/road encroachment exists, the Board of Directors may require the owner to modify the encroachment at the owner's expense. In the event that correction is not accomplished within sixty (60) days after written notification of the owner, the Association may proceed with road repairs and take whatever legal recourse is required for reimbursement from the property owner.

ARTICLE XIX - ROAD MAINTENANCE STANDARDS

19-1 The goal for the Association is that the road should be kept in a good, passable condition as is permitted by the Association budget.

19-2 Every Association member is responsible for maintaining the drainage ditches and driveway culverts on their property. Any damage to the Association roads from lack of said maintenance or lack of necessary driveway culverts is the responsibility of the appropriate property owner. Culverts buried beneath the roadway are the responsibility of the Association.

19-3 If the Board of Directors determines that a property owner, the owner's family, guests, tenants, or agents have misused, altered or caused damage to the roads maintained by the Association, that owner shall be notified by the Board of the damages and instructed to make repairs at the owner's expense. If the condition of the road is not restored within sixty (60) days to the satisfaction of the Board, then the Association may proceed with road repairs and take whatever legal recourse is required for reimbursement from the property owner.

19-4 In the event of a dangerous emergency condition, the Board may act immediately to remove/repair such dangerous conditions, and determine responsibility later for the costs of repair.

19-5 Discretionary road work should be coordinated with the affected property owner.

ARTICLE XX - SPEED

20-1 The speed limit on Wildwood West Drive and its tributaries shall be no more than 25

MPH and be so posted at various points along the road.

ARTICLE XXI - INSURANCE

The Corporation shall have the right to purchase and maintain a general liability policy of insurance, and such other policies as the Board may deem necessary, to the full extent permitted by law; provided, that any such decisions shall be ratified by a majority vote (51% or 24 of 46 parcels) in accordance with Section 13-4.

ARTICLE XXII - RECORDS AND REPORTS

22-1 The Corporation shall keep:

- a. Adequate and correct books and records of accounts, in a form that may be audited by a Certified Public Accountant;
- b. Written minutes of the proceedings of its Members, Board, and Committees;
- c. A record of each Member's name, address, phone number, email and Assessor's Parcel Number. Said records shall be accessible to members pursuant to Article IV of these Bylaws.

22-2 Legal documents will be kept indefinitely. All other records may be destroyed after seven (7) years.

22-3 All records for this Corporation shall be open to visual inspection on written demand by any member, their attorney, or agent, at any reasonable time for a purpose reasonably related to their interest. This does not include personal emails or private conversations.

ARTICLE XXIII - AMENDMENTS

23-1 These bylaws may be repealed, altered, amended, or new Bylaws may be adopted by a majority (51%, or 24 of the 46 parcels) of the Membership in accordance with Section 13-4.

23-2 Major amendment changes require a legal review.

ARTICLE XXIV - SURVIVABILITY CLAUSE

Each grantee, purchaser, or subsequent transferee of any parcel of real property shall, by acquisition of said parcel, become bound by the Declaration of Road Maintenance Agreement, recorded October 14, 1976 (Attachment "A" hereto, and by the Corporation's Articles and Bylaws, for themselves and their heirs, assigns, and successors in interest.

ARTICLE XXV - BYLAWS EFFECTIVITY

These Bylaws supersede any previous Association Bylaws, any previous Association approved amendments, motions or actions taken under previous Bylaws.

ARTICLE XXVI - REPORT TO MEMBERS

This corporation shall issue annually a report to Members no later than forty-five (45) days after the start of the new fiscal year. The report shall contain a summary of the planned budget for the new fiscal year and all the following:

- a. Estimated revenue and expenses for the new fiscal year;
- b. A balance sheet for the previous fiscal year showing income, expenses and any major shift in financial position;
- c. A statement concerning cash reserves for major road repair/overlay;
- d. A statement if the Board anticipates any special assessments; and
- e. A statement concerning the general condition of the road and the estimated time of the next major repair or overlay, if known.

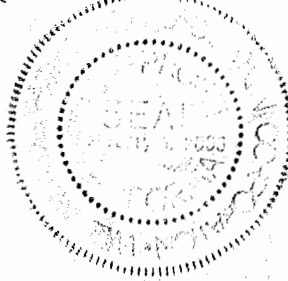
CERTIFICATE OF CHAIRPERSON AND SECRETARY

We, the undersigned, certify that we are the duly elected and acting Chairperson and Secretary of the Wildwood West Road Association Corporation, a California corporation, that the above Bylaws, consisting of 13 pages plus attachments, are the Bylaws of this Corporation as adopted by the Board of Directors and Members of the Association on 11/9, 2022, and that they have not been amended or modified since that date.

Executed on 11/9/22, in Penn Valley, California.

Alvin Gebhart
Chairperson ALVIN GEBHART

Karen Gifford
Secretary KAREN GIFFORD



Lauren Rossovich
VICE CHAIR LAUREN ROSSOVICH

Robert Spier
TREASURER ROBERT SPIER

Jesse Ettlin
ROAD DIRECTOR JESSE ETTLIN

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Nevada

On December 7, 2022 before me, Michelle M. Fridman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nan Karen Nancy Gifford
Name(s) of Signer(s)

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



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.

Place Notary Seal and/or Stamp Above

Signature

Michelle M. Fridman

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Wildwood West Road Association

Document Date: November 9, 2022 Number of Pages: 22

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Nevada }

On December 7, 2022 before me, Michelle M. Friedman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alvin Waino Gebhart
Name(s) of Signer(s)

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



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.

Signature

Michelle M. Friedman

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Wildwood West Road Asseniales

Document Date: November 9, 2022 Number of Pages: 22

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Nevada }

On December 8, 2022 before me, Michelle M. Fridman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lauren Rose Rossovich
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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.

Signature Michelle M. Fridman
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Wildwood West Road Association

Document Date: November 9, 2022 Number of Pages: 22

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Nevada }

On December 12, 2022 before me, Michelle M. Fridman, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Robert Erich Spier
Name(s) of Signer(s)

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



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.

Place Notary Seal and/or Stamp Above

Signature Michelle M. Fridman
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Wildwood West Road Association

Document Date: November 9, 2022 Number of Pages: 22

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

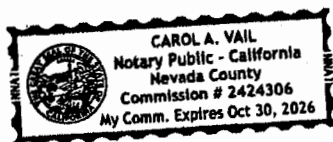
State of California

County of Nevada }

On 12-12-2022 before me, Carol A. Vail, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jesse James Ettlin
Name(s) of Signer(s)

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



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.

Signature Carol A. Vail
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bylaws

Document Date: 12-12-2024 11-9-22 Number of Pages: 22

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Attachment A

20644

RECORDING REQUESTED BY
WESTERN TITLE INSURANCE COMPANY

AFTER RECORDING RETURN TO
Coln Reed Associates
409 Alberto Way
Los Gatos, California
95030

Order No. 43053-11

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
WESTERN TITLE INS. CO.

OCT 14 1976

AT 11 MIN. PAST 2 O'CLOCK P.M.
NEVADA COUNTY, CALIFORNIA
FEE: 6.00
[Signature]
RECORDED

20644

DECLARATION OF ROAD MAINTENANCE AGREEMENT

As the undersigned owners of property adjoining and bounded by the following described easement:

See EXHIBIT "A" attached hereto and made a part hereof by reference

We hereby agree and declare that the owners of the parcels of land as described on the Exhibit "B", attached hereto and incorporated herein, and the subsequent divisions thereof, shall bear an equal share of any and all costs required for maintenance and repairs of said easement under the terms and conditions as set forth herein.

1. General Said easement described above shall be used in common with other owners of properties bounding thereof and adjoining thereto who use said easement for ingress and egress and/or utilities.
2. Right of Way The right of way created by said easement shall be maintained in a good, passable condition under all traffic and weather conditions.
3. Frequency of Repair Repairs on the said private road shall be required when a majority of the owners of properties reach an agreement that repairs are needed. Pursuant to said agreement such owners shall obtain three bids from reputable licensed contractors and shall accept the lowest of said three bids and shall then initiate the repairs of said road with each owner bearing his pro-rata share of the costs and expense thereof, regardless of whether such owners shall have concurred in said agreement or not, provided, however, that such costs and expense shall be shared ONLY with and by those owners who use said road for ingress and egress and/or utilities.
4. Individual Damages Every owner of property who shall cause or allow in any manner said private road to be used, traversed, or altered by vehicular traffic or otherwise, thereby causing damage to the surface thereof, as may be determined by a majority of the owners of properties bounding thereon, shall bear as his responsibility the costs and expense of repairing such damage.
5. Non-Payment If a dissenting owner shall not pay his pro-rata share of costs and expenses immediately upon receiving his bill for the same, the remaining such owners shall be entitled without further notice, to institute legal action for the collection of funds advanced in behalf of such dissenting owner in accordance with the provisions of California Civil Code Section 845, and shall be entitled to recover in such action, in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including the sum as and for a reasonable attorney's fee in such amount as the court may fix.
6. Enforcement Declarant and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

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7. Cumulative Rights Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.
8. Term The provisions of this agreement shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the property described on Exhibit "A". And the subsequent division thereof forever, or until such time as the said private road is dedicated to and accepted for use as a public street or thoroughfare by municipal government lawfully exercising jurisdiction over said private road.
9. Grantee's Acceptance Each grantee or purchaser of the property described on Exhibit "A" and subsequent divisions thereof shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarants or a subsequent owner of such property, accept such deed or contract upon and subject to each and all of the provisions of this Declaration. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants, and to and with the grantees and subsequent owners of such property to keep, observe, comply with and perform all of the provisions of this Declaration.
10. Severability Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.
11. Captions Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

IN WITNESS WHEREOF, we have executed these presents the 14TH day of OCTOBER, 1976, at LAKE WILDWOOD, California.

COLE REED ASSOCIATES--Limited Partnership

BYRON D. MAYNARD
Byron D. Maynard
Iris Lee Maynard
Iris Lee Maynard

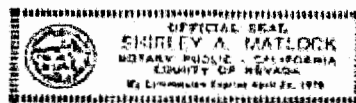
Cole H. Reed
Cole H. Reed

STATE OF CALIFORNIA

County of Nevada

On October 14, 1976, before me, the undersigned
a Notary Public, in and for said State, personally appeared Byron D.
Maynard and Iris Lee Maynard

known to me to be the persons, whose names are subscribed
to the within instrument, and acknowledged to me that they executed the same.
My commission expires Shirley A. Matlock
Notary Public



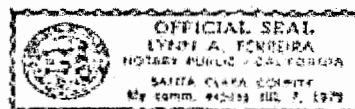
STATE OF CALIFORNIA
Town of Los Gatos County of Santa Clara

On 12 October, 1976, before me, the undersigned
a Notary Public, in and for said State, personally appeared Cole H. Reed

known to me to be the partners of the partnership that executed the
within instrument, and acknowledged to me that such partnership executed the same.

My commission expires July 7, 1979

Shirley A. Matlock
Notary Public



14 Willis Road, Santa Clara, CA 95050

WOL 818 PAGE 660

EXHIBIT "A"

AN EASEMENT 60 FEET IN WIDTH FOR INGRESS AND EGRESS PURPOSES,
THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SECTION 20, TOWNSHIP
16 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM
WHICH POINT THE SOUTHWEST $\frac{1}{4}$ OF THE AFOREDESCRIBED SECTION 20
BEARS SOUTH $1^{\circ} 32' 49''$ EAST 1089.16 FEET; THENCE FROM SAID
POINT OF BEGINNING AND LEAVING SAID WEST LINE AND ALONG SAID
CENTERLINE THE FOLLOWING SEVENTEEN CONSECUTIVE COURSES AND
DISTANCES: SOUTH $51^{\circ} 08' 12''$ EAST 290.52 FEET; THENCE ALONG
AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET
THROUGH AN ANGLE OF $50^{\circ} 17' 51''$ A DISTANCE OF 175.57 FEET; THENCE
NORTH $78^{\circ} 33' 57''$ EAST, 95.89 FEET; THENCE ALONG AN ARC OF A
CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET THROUGH AN
ARC OF $56^{\circ} 00' 00''$ A DISTANCE OF 586.43 FEET; THENCE SOUTH
 $45^{\circ} 26' 03''$ EAST, 71.88 FEET; THENCE ALONG AN ARC OF A CURVE
TO THE LEFT HAVING A RADIUS OF 700.00 FEET THROUGH AN ARC OF
 $25^{\circ} 30' 00''$, A DISTANCE OF 311.54 FEET; THENCE SOUTH $70^{\circ} 56' 03''$
EAST 275.96 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 700.00 FEET THROUGH AN ARC OF $19^{\circ} 30' 00''$
A DISTANCE OF 238.24 FEET; THENCE SOUTH $51^{\circ} 26' 03''$
EAST 138.25 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
LEFT HAVING A RADIUS OF 400.00 FEET THROUGH AN ARC OF $46^{\circ} 22' 59''$
A DISTANCE OF 323.81 FEET; THENCE NORTH $87^{\circ} 14' 32''$
EAST 1492.82 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
LEFT HAVING A RADIUS OF 200.00 FEET THROUGH AN ANGLE OF
 $104^{\circ} 00' 42''$ A DISTANCE OF 363.07 FEET; THENCE NORTH $16^{\circ} 46' 10''$
WEST 106.73 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH AN ANGLE OF
 $34^{\circ} 28' 38''$ A DISTANCE OF 120.35 FEET; THENCE NORTH $17^{\circ} 42' 28''$
EAST 114.83 FEET; THENCE ALONG AN ARC OF A CURVE TO
THE LEFT HAVING A RADIUS OF 200.00 FEET THROUGH AN ANGLE OF
 $28^{\circ} 18' 27''$ A DISTANCE OF 98.81 FEET; THENCE NORTH $10^{\circ} 35' 58''$
WEST 10.13 FEET TO A POINT IN THE SOUTHERLY LINE OF
PLEASANT VALLEY ROAD, COUNTY ROAD NO. 404 AA1 AND THE POINT
OF ENDING.

Attachment A pg4

EXHIBIT "B"

COLE REED ASSOCIATES, a limited partnership, Property:

Parcel 4, as shown on the Parcel Map for Boise Cascade, being a portion of Sections 20 and 21, Township 16 North, Range 7 East, M.D.B. & M., as filed in the office of the Nevada County Recorder on February 26, 1976, in Book 10 of Parcel Maps, at Page 46.

BYRON D. MAYNARD & IRIS LEE MAYNARD Property:

Parcel 3, as shown on the Parcel Map for Boise Cascade, being a portion of Sections 17, 18, 19, and 20, Township 16 North, Range 7 East, M.D.B. & M., as filed in the office of the Nevada County Recorder on May 21, 1976, in Book 10 of Parcel Maps, Page 109.

EVOL 818 PAGE 662

20644

THE WILDWOOD WEST ROAD ASSOCIATION CORPORATION - PARCELS

Address, Parcel number, and Fee Increment

Updated 9/29/2022

ATTACHMENT B

ADDRESS	APN	INCREMENT *	ADDRESS	APN	INCREMENT *
Wildwood West Drive			Sunset Hill Road		
19255	050-320-012	1	11990	050-320-020	1
19260	050-320-011	1	12020	050-320-019	1
19402	050-320-035	1	12072	050-320-018	1
19526	050-320-034	1			
			Mellow Pines		
19616	050-320-021	2	12094	050-320-022	2
19683	050-320-033	2	12125	050-320-023	2
19737	050-320-032	2	12180	050-340-013	2
19744	050-320-024	2			
19811	050-320-031	2	Hitchin Post Court		
19836	050-320-025	2	11854	050-330-021	2
19880	050-320-026	2			
19885	050-320-030	2			
19895	050-320-029	2	* FEE INCREMENTS		
19920	050-320-027	2	1 \$180	FIRST HALF MILE INCREMENT	
19941	050-320-028	2	2 \$200	SECOND HALF MILE INCREMENT	
20045	050-320-022	2	3 \$220	THIRD HALF MILE INCREMENT	
20047	050-400-007	2	4 \$240	FORTH HALF MILE INCREMENT	
20059	050-330-020	2			
20066	050-340-017	2			
20124	050-340-016	2	Assessment amounts are subject to change		
20133	050-330-019	2	Fiscal year: May 1 to April 30		
			https://www.wildwoodwest.net/		
			PO Box 1095, Penn Valley, CA 95946		
20200	050-340-015	3			
20253	050-330-011	3			
20254	050-330-008	3			
20344	050-330-007	3			
20375	050-330-010	3			
20376	050-330-026	3			
20455	050-400-002	3			
20488	050-330-025	3			
20489	050-330-009	3			
20564	050-330-024	3			
20565	050-330-027	3			
20626	050-330-023	3			
20625	050-330-015	4			
20660	050-330-029	4			
20693	050-330-014	4			
20694	050-330-028	4			
20755	050-330-013	4			
20784	050-470-015	4			

RECORDING REQUESTED BY:
Wildwood West Drive Road Association

AND WHEN RECORDED MAIL TO:
Wildwood West Drive Road Association
P.O. Box 1095
Penn Valley, CA 95946

2
Nevada County Recorder
Gregory J. Diaz
Document#: 20110027781
Monday November 21 2011, at 03:02:27 PM
Rec Fee: \$17.00 CCF: \$1.00
Paid: \$18.00
Recorded By: KP

NOTICE TO TITLE COMPANIES OF WILDWOOD WEST ROAD ASSOCIATION CORPORATION

Wildwood West Road Association Corporation maintains Wildwood West Drive located west of Pleasant Valley Road in Penn Valley. Owners of properties located on Wildwood West Drive together with the owners of properties located on tributary roads commonly known as Sunset Hill Road, Mellow Pines Drive and Hitching Post Court are obligated to share in the maintenance cost of Wildwood West Drive by paying annual dues to the Association as provided in the corporate bylaws. The fiscal year for annual dues is May 1st to April 30th of each year.

For current road assessment information for the obligated parcels contact Wildwood West Road Association, P.O. Box 1095, Penn Valley, CA 95946.

The following assessor parcels are subject to annual dues:

50-320-11, 50-320-12, 50-320-18, 50-320-19, 50-320-20, 50-320-21, 50-320-22, 50-320-23, 50-320-24, 50-320-25, 50-320-26, 50-320-27, 50-320-28, 50-320-29, 50-320-30, 50-320-31, 50-320-32, 50-320-33, 50-320-34, 50-320-35,

50-330-07, 50-330-08, 50-330-09, 50-330-10, 50-330-11, 50-330-13, 50-330-14, 50-330-15, 50-330-19, 50-330-20, 50-330-21, 50-330-22, 50-330-23, 50-330-24, 50-330-25, 50-330-26, 50-330-27, 50-330-28, 50-330-29,

50-340-13, 50-340-15, 50-340-16, 50-340-17,

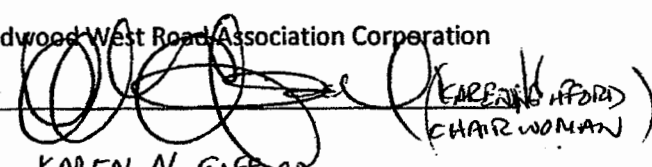
50-400-02, 50-400-07

50-470-15.

This notice is given on behalf of the Board of Directors of Wildwood West Road Association Corporation on this 18 day of NOVEMBER, 2011.

Wildwood West Road Association Corporation

By:


KAREN N. GIFFORD

(KAREN N. GIFFORD)
CHAIRWOMAN

**RESOLUTION No. 06-407****OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

August 11, 2006

RESOLUTION AUTHORIZING SUMMARY VACATION OF OFFERS OF DEDICATION FOR WILDWOOD WEST DRIVE, MADE TO THE COUNTY OF NEVADA BY COLE REED ASSOCIATES, RECORDED IN BOOK 817 OF OFFICIAL RECORDS AT PAGE 519 ON OCTOBER 7, 1976; AND BY BYRON D. MAYNARD AND IRIS LEE MAYNARD, RECORDED IN BOOK 820 OF OFFICIAL RECORDS AT PAGE 413, ON OCTOBER 22, 1976

WHEREAS, the County of Nevada has received a request to vacate Offers of Dedication for Wildwood West Drive made to the County of Nevada by Cole Reed Associates, recorded in Book 817 of Official Records at Page 519, on October 7, 1976 and by Byron D. Maynard and Iris Lee Maynard, recorded in Book 820 of Official Records at page 413, on October 22, 1976; and

WHEREAS, the Nevada County Department of Transportation and Sanitation reviewed the proposed vacation and finds that the offers are not needed for public road purposes; and

WHEREAS, the Nevada County Zoning Administrator reviewed the request and found the vacation of the offers is not in conflict with the Nevada County General Plan; and

WHEREAS, the offers have not been accepted for public road purposes for over twenty-five years since the offers were first made; and

WHEREAS, the Board of Supervisors has conducted a public hearing to take testimony regarding the request and has found that the vacation of the offers is warranted,

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors:

1. Summarily vacates the Offers of Dedication for Wildwood West Drive for public road purposes, made to the County of Nevada by Cole Reed Associates, recorded in Book 817 of Official Records at Page 519, on October 7, 1976 and by Byron D. Maynard and Iris Lee Maynard, recorded in Book 820 of Official Records at page 413, on October 22, 1976 and as shown on Exhibit "A".
2. Declares that from and after the date that this Resolution is recorded, the subject offers are no longer available to the County of Nevada as a public road easement.
3. Instructs the Clerk of the Board of Supervisors to record the Resolution of Summary vacation.

WILDWOOD ROAD
ASSOCIATION BOARD
2002 - 2006.
THIS IS OUR CROWN
JULY 11, 2006