

**County of Humboldt • Department of Public Works
1106 Second Street • Eureka • CA • 95501 • 707.445.7205**



Road Maintenance Association (RMA) Formation

Information & Recommendation Handout



Prepared by:

**Humboldt County Public Works
Land Use Division
707.445.7205**

3/06/2023

The following is the **RECOMMENDED** Road Maintenance Association (RMA) Formation procedures. The information contained in this handout is for informational purposes only. While the information is comprehensive, it does not address every RMA formation issue. This information does not replace the professional advice or guidance of a licensed civil engineer or attorney knowledgeable in RMA formation. The County of Humboldt recommends that you discuss your RMA formation concerns and questions with a licensed civil engineer or attorney knowledgeable in RMA formation procedures.



**DEPARTMENT OF PUBLIC WORKS
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AREA CODE 707**

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I N T R O D U C T I O N

A Road Maintenance Association (RMA) is a document, recorded in the Office of the County Recorder, that provides a plan for maintaining non-County-maintained roads. There are two primary reasons to form an RMA:

- When applying for permits from the Planning & Building Department, a project may be required to form a Road Maintenance Association as a condition of approval. In this case, formation is mandatory and must follow the *RMA Formation Steps When Formation Is Required* instructions. This process includes steps to document a good faith effort in attempting to reach out to neighbors to form the RMA.
- In other cases, those who live on non-County-maintained road(s) may wish to use this document to establish an RMA to fund road maintenance for their road(s). In this case, formation is optional and should follow the *RMA Formation Steps When Formation Is Optional* instructions. This is an abbreviated process.

Because the road(s) are not County-maintained, it is ultimately up to the RMA to be proactive and maintain the road(s). An RMA that includes a comprehensive preventative maintenance program is more likely to keep long-term costs lower. Waiting until the roads are in disrepair to take action is too late.

The level of maintenance to which a road will be maintained is a decision of the neighborhood that uses the road(s). What may work for one neighborhood may not be appropriate for another neighborhood. While a "one size fits all approach" may not be applicable, the Department of Public Works has developed maintenance recommendations for paved and non-paved roads. These recommendations are intended to help neighborhoods understand what a reasonable maintenance plan might look like.

The level of maintenance to provide can only be determined by the property owners responsible for the road. Achieving consensus on the level of road maintenance to be provided through the RMA will most likely result in greater participation in paying annual assessments.

Another challenge with RMAs is the ability to collect assessments. Many RMAs struggle with getting their members to pay assessments. This is a civil matter with which the County cannot assist. RMAs often ask if the assessments can be collected on the County tax bill. The answer is no, as there is no provision in California law that allows for RMA assessments to be collected on a County tax bill and then be turned over to an RMA.

Questions regarding the formation of RMAs should be directed to the Department of Public Works, Land Use Division, Land Development Projects Section at 707.445.7205.

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**R M A F O R M A T I O N S T E P S
W H E N F O R M A T I O N I S R E Q U I R E D**

Following are the required steps for attempting to form a private Road Maintenance Association (RMA) when required as a condition of approval for a project:

1. Meet with Land Use Division staff to review the process for forming an RMA, develop an RMA budget, and calculate estimated costs. At the meeting, Land Use staff will help you identify all the affected property owners. Following the meeting, the Department will be able to provide you with mailing list of the affected property owners. It is assumed that the property owners are also the easement owners.
2. Once you attain approval from the Department, attempt to meet in person with each easement owner. It is important to meet with the easement owner, and not with renters that may be living on the property. Provide the easement owner with an information package that includes a copy of the *Letter to Easement Owner* (Attachment 1), *Budget Worksheets* (Attachment 2), and the *Formation Questionnaire* (Attachment 3).
 - If you are unable to meet in person with an easement owner, send the information package to the easement owner by **U.S. Mail – Return Receipt Requested**. Include a postage-paid return envelope with the questionnaire. Keep both the Certified Receipt and the Return Receipt.
3. If after thirty (30) calendar days from the date of mailing you have not received a response, the easement owner can be deemed "non responsive." In this case, use the attached affidavit to document your good faith effort to contact the easement owner.
4. If there is lack of interest in forming the RMA and the applicant is requesting that the requirement to form an RMA be waived, submit the following to the Department for consideration:
 - A copy of all completed *Formation Questionnaires*.
 - A copy of all *Non-Responsive Easement Owner Affidavits* for easement owners who declined to respond.
 - The following summary of your good faith effort to form an RMA:

Response	Quantity
Formation Questionnaire: Interested	
Formation Questionnaire: Not Interested	
Non-Responsive Easement Owner Affidavits	
Totals	

- Copies of all Certified Receipts and the Return Receipts (green postcards) for each mailed information package that accompanies a *Non-Responsive Easement Owner Affidavit*. Be sure to copy both sides of the green postcards.

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**R M A F O R M A T I O N S T E P S
W H E N F O R M A T I O N I S O P T I O N A L**

Following are the recommended steps for forming a private Road Maintenance Association (RMA).

NOTE: If you are not required to form an RMA, then the following attachments do not apply: Attachment 1 *Letter to Easement Owners*, Attachment 3 *Formation Questionnaire*, and Attachment 4 *Non-Responsive Easement Owner Affidavit*.

1. The Department encourages you to have a neighborhood meeting to see what interest there is in forming an RMA. While it is best if everyone signs up, it can still be formed even if some of the road users choose not to participate. The choice to form one, or not to form one, is up to you and your neighbors.

During this meeting, it is important to discuss the level of road maintenance that is to be done for the road. See the *Budget Worksheets* (Attachment 2) for recommendations.

While you may not have calculated any costs for maintenance, it may be helpful to ask how much people are comfortable paying each year for road maintenance. More affluent areas may be willing to pay more than less affluent areas. The amount of money collected for road maintenance will drive the type of road maintenance program that your neighborhood can afford.

Without an RMA, there is still an obligation for those easement owners to pay for road maintenance. See *California Civil Code Section 845* (Attachment 5).
2. You may wish to meet with Land Use Division staff to review the process for forming an RMA, develop an RMA budget, and calculate estimated costs. You may wish to consult with a Civil Engineer and/or contractor to identify costs associated with road maintenance. Based upon the costs, you will probably want to develop a range of road maintenance alternatives to share with your neighborhood.
3. Once the costs are figured out, you can then have a second neighborhood meeting to come to a consensus on the level of maintenance to be done and its associated costs.
4. You may wish to consult with your legal counsel regarding the use of this form.

// END //

Attachment 1

Letter to Easement Owners

The following letter is to be presented to easement owners in order to inform them of the proposed Road Maintenance Association.

NOTE: This attachment is not required when formation of an RMA is optional.

Instructions:

1. Fill in the name(s) of the road(s) that is proposed to be maintained by the Road Maintenance Association.
2. Fill in your name and phone number as the contact person.
3. Include the attachments listed at the bottom of the letter.



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Dear Neighbor,

The Department of Public Works has requested that your neighbor attempt to form a private Road Maintenance Association (RMA) for the following non-County-maintained road(s) in your neighborhood: _____ . Because the

(Insert road names.)

road(s) in your neighborhood are not maintained by the County, any maintenance work done on the road(s) will need to be funded directly by the easement owners who use the road. One way to fund road maintenance is to form an RMA. An RMA plans for the ongoing maintenance of a road and collects funds necessary to carry out the maintenance. **An RMA is not managed by the County. The County does not provide maintenance on private roads.** The level to which a road will be maintained is an individual decision of the neighborhood that uses the road(s). What may work for one neighborhood may not be appropriate for another neighborhood. While a "one size fits all" approach may not be applicable, the enclosed example will help neighborhoods understand what a reasonable maintenance plan might include.

It is important to note that your neighbor is not required to form an RMA; your neighbor is required to complete a good faith effort to form one. However, if the majority of the owners that use a road are not supportive of forming an RMA, then one will not be formed. If an RMA is not formed, then road maintenance is still the responsibility of the easement owners who use the road. This is addressed by California Civil Code Section 845.

To assist easement owners in understanding what financial obligation exists with an RMA, the Department has developed a budget worksheet to estimate the costs for a major maintenance program. This maintenance program does not include the day to day patching of potholes, street sweeping, etc.

The Department is requesting that you complete a *Formation Questionnaire* to indicate your preference for forming an RMA.

If you have any questions, the Department requests that you first contact the person attempting to form the RMA.

Road Maintenance Association Contact: _____
(name) *(telephone)*

In addition, please feel free to call the Land Use Division at 707.445.7205 with any questions that you may have.

Attachments:

- *Sample Declaration of Road Maintenance Association*
- *Formation Questionnaire*
- *Sample Budget Worksheets*
- *California Civil Code Section 845*

Attachment 2

Budget Worksheets

The *Budget Worksheets* provided in this attachment are for a typical non-paved road, a newly paved road, and a typical paved road. Individual circumstances may vary, and you may need a Civil Engineer or Class A contractor to assist you in tailoring a road maintenance plan and budget that is appropriate for the road(s) in your neighborhood.

Instructions:

1. Complete the *Budget Worksheet* using measured quantities of your road.

ROAD MAINTENANCE ASSOCIATION BUDGET WORKSHEET

The formula for calculating costs is as follows:

$$A = B \div C \div D$$

Where:

A = Annual cost per parcel to provide maintenance.

B = Cost in today's dollars to perform the desired maintenance.*

C = Frequency of the road maintenance (years).*

D = Number of parcels participating in the Road Maintenance Association.

* **NOTE:** Civil Engineers and contractors can help you determine reasonable costs for work as well as the frequency that maintenance should be done.

Repeat for each type of maintenance to be done and add up the individual components to get a total annual cost per parcel.

Recommended Maintenance:

1. If the road has a gravel surface, how often will the road be graded? The Department recommends that you grade 3 to 8 times per year, depending upon residential traffic, the amount of commercial traffic, the road prism, and whether or not the road is in a valley or on a ridge. Add rock as needed once a year. Add a two-inch layer of $\frac{3}{4}$ " minus rock to the entire road every 3 years.
2. If the road is paved, how often will the road be slurry sealed or re-paved? The Department recommends a 21-year cycle, with slurry seals applied after 7 years and 14 years, and recommends an asphalt overlay after 21 years. The cycle then repeats.
3. If the road has culverts or a storm drain system, they should be planned to be replaced every 50 years. Replacement times will vary depending upon the type of pipe material and the environmental conditions. For instance, metal pipe by the coast will not last as long as metal pipe in the hills. Plastic pipe in the hills is subject to damage from wildland fires, while plastic pipe by the coast can better withstand salt.
4. Remember that the RMA is attempting to predict future replacements costs. At the time that maintenance work is required, there may be a need for a special assessment to cover any shortfall.

From time to time it will be necessary to evaluate the cost of maintenance work and adjust the annual dues accordingly. For example, if oil prices spike, then the cost of asphalt and slurry seals will increase as well. Usually these spikes are higher than the consumer price index (CPI) factor so an adjustment should be made to the dues in order to minimize any special assessment that may be needed.

Applying a contingency of 15% to 25% may also help reduce the likelihood of needing a special assessment to pay for maintenance work.

// END //

Example 1: Unpaved Road

30 parcels will participate in the RMA. A maintenance plan for an unpaved road, 18 feet wide and 1320 feet long, will include grading 3 times per year and a two-inch layer of ¾" minus rock every three years, in a 3-year cycle. The cost in today's dollars for grading is \$2,500. The cost in today's dollars for a two-inch layer of ¾" minus rock is \$5,000. In addition, the road has 2 culverts that will be replaced on a 50-year cycle. The cost in today's dollars for each culvert is \$5,000 each.

Calculations:

Annual cost per parcel for the 3-year grading and re-rocking plan:

$[(\$2,500 \text{ per grading} \times 3 \text{ per year}) + (\$5,000 \text{ 3-year re-rocking} \div 3 \text{ year cycle})] \div 30 \text{ parcels} = \306

Expressed differently: $[(\$2,500 \times 3) + (\$5,000 \div 3)] \div 30 = \306

Annual cost per parcel for the culvert replacements at year 50:

$(\$5,000 \text{ culvert} \times 2 \text{ culverts}) \div 50 \text{ year cycle} \div 30 \text{ parcels} = \7

Expressed Differently: $(\$5,000 \times 2) \div 50 \div 30 = \7

Total Annual Cost per parcel (road and culverts):

$\$306 \text{ grading and re-rocking} + \$7 \text{ culverts} = \$313$

Expressed Differently: $\$306 + \$7 = \$313$

Contingency @ 15%

$\$313 \times 1.15\% = \$360 \text{ annual cost per parcel}$

∴ \$306 annual cost per parcel

NOTES:

1. Adjust the annual dues each year to account for inflation. Contact Land Use Division (after April) for a recommended CPI to apply. See Example 4.
2. From time to time it is recommended that the cost of work be verified, and assessments adjusted to reflect any shortcomings.
3. The costs used in these examples are for illustrative purposes and do not necessarily reflect actual construction costs.

Example 1: Unpaved Road *(continued)*

Maintenance Calendar	
Age of Road (Years)	Item
0	Road is built
0.3	Grade the road (3 year cycle)
0.6	Grade the road (3 year cycle)
1	Grade the road (3 year cycle)
1.3	Grade the road (3 year cycle)
1.6	Grade the road (3 year cycle)
2	Grade the road (3 year cycle)
2.3	Grade the road (3 year cycle)
2.6	Grade the road (3 year cycle)
3	Grade the road and add 2" thick layer of 3/4" minus rock (3 year cycle)
3.3	Grade the road (3 year cycle)
3.6	Grade the road (3 year cycle)
3.7	Grade the road (3 year cycle)
4	Grade the road (3 year cycle)
4.3	Grade the road (3 year cycle)
4.6	Grade the road (3 year cycle)
5	Grade the road (3 year cycle)
5.3	Grade the road (3 year cycle)
5.6	Grade the road (3 year cycle)
6	Grade the road and add 2" thick layer of 3/4" minus rock (3 year cycle)
6.3	Grade the road (3 year cycle)
...	
50	Grade the road and replace the culverts (3 year cycle)
50.3	Grade the road (3 year cycle)
50.6	Grade the road (3 year cycle)
51	Grade the road and add 2" thick layer of 3/4" minus rock (3 year cycle)
51.3	Grade the road (3 year cycle)

Example 2: Newly Paved Road

30 parcels will participate in the RMA. A maintenance plan for a paved road will include slurry seals at years 7 and 14, and an asphalt overlay on year 21. This is a 21-year cycle. The cost in today's dollars for the slurry seal is \$10,000. The cost in today's dollars for the asphalt overlay is \$90,000. In addition, the road has 3 culverts that will be replaced on a 50 year cycle. The cost in today's dollars for each culvert is \$5,000 each.

Calculations:

Annual cost per parcel for the 21-year slurry seal and paving plan:

$(\$10,000 \text{ year 7 slurry} + \$10,000 \text{ year 14 slurry} + \$90,000 \text{ year 21 overlay}) \div 21\text{-year cycle} \div 30 \text{ parcels} = \175

Expressed Differently: $(\$10,000 + \$10,000 + \$90,000) \div 21 \div 30 = \175

Annual cost per parcel for the culvert replacements at year 50:

$(\$5,000 \text{ culvert} \times 3 \text{ culverts}) \div 50\text{-year cycle} \div 30 \text{ parcels} = \10

Expressed Differently: $(\$5,000 \times 3) \div 50 \div 30 = \10

Total Annual Cost per parcel (roads and culverts):

$\$175 \text{ slurry seal and paving} + \$10 \text{ culverts} = \$185$

Expressed Differently: $\$175 + \$10 = \$185$

Contingency @ 25%

$\$185 \times 1.25\% = \$231 \text{ annual cost per parcel}$

\therefore \$231 annual cost per parcel

NOTES:

1. Adjust the annual dues each year to account for inflation. Contact Land Use Division (after April) for a recommended CPI to apply. See Example 4.
2. From time to time it is recommended that the cost of work be verified, and assessments adjusted to reflect any shortcomings.
3. The costs used in these examples are for illustrative purposes and do not necessarily reflect actual construction costs.

Example 2: Newly Paved Road *(continued)*

Maintenance Calendar	
Age of Road (Years)	Item
0	Road is built
7	Year 7 slurry seal (regular 21 year cycle)
14	Year 14 slurry seal (regular 21 year cycle)
21	Year 21 overlay (regular 21 year cycle)
28	Year 7 slurry seal (regular 21 year cycle)
35	Year 14 slurry seal (regular 21 year cycle)
42	Year 21 overlay (regular 21 year cycle)
50	Year 50 culverts (regular 50 year cycle)
49	Year 7 slurry seal (regular 21 year cycle)
56	Year 14 slurry seal (regular 21 year cycle)
63	Year 21 overlay (regular 21 year cycle)
70	Year 7 slurry seal (regular 21 year cycle)
77	Year 14 slurry seal (regular 21 year cycle)
84	Year 21 overlay (regular 21 year cycle)
91	Year 7 slurry seal (regular 21 year cycle)
98	Year 14 slurry seal (regular 21 year cycle)
100	Year 50 culverts (regular 50 year cycle)
105	Year 21 overlay (regular 21 year cycle)

Example 3: Existing Road

30 parcels will participate in the RMA. A maintenance plan for a paved road will include slurry seals at years 7 and 14, and an asphalt overlay on year 21. This is a 21-year cycle. The cost in today's dollars for the slurry seal is \$10,000. The cost in today's dollars for the asphalt overlay is \$90,000.

The RMA is being formed for an existing road. The road is 10 years old. Therefore, it is impossible to do the 7-year slurry seal. The remaining maintenance will be prorated in the calculations. In this case, the first slurry seal will be planned for year 4 of the RMA and the overlay will be planned at year 11 of the RMA. That means that there is 11 years to save for the slurry seal and the overlay cycles.

In addition, the road has 3 culverts that will be replaced on a 50 year cycle. The cost in today's dollars for each culvert is \$5,000 each. A new pipe has a useful service life of approximately 50 years. Since the pipe is now 10 years old, that means that the culverts will be replaced in year 40.

Calculations:

The calculations will need to consider a shortened time span for the first cycle and a second set of calculations for the planned maintenance cycle.

A. Shortened Cycle Calculations:

Initial (abbreviated) Cycle for Annual cost per parcel for the abbreviated 11-year slurry seal and paving plan:

$(\$10,000 \text{ year 4 slurry} + \$90,000 \text{ year 11 overlay}) \div 11 \text{ year abbreviated cycle} \div 30 \text{ parcels} = \303

Expressed Differently: $(\$10,000 + \$90,000) \div 11 \div 30 = \303

Initial (abbreviated) Cycle for Annual cost per parcel for the abbreviated culverts replacement at year 40:

$(\$5,000 \text{ culvert} \times 3 \text{ culverts}) \div 40 \text{ year abbreviated cycle} \div 30 \text{ parcels} = \13

Expressed Differently: $(\$5,000 \times 3) \div 40 \div 30 = \13

Initial (abbreviated) Cycle for Initial annual assessment per parcel for years 1 through 11:

= \$303 + \$13 + annual CPI adjustment

= \$316 + annual CPI adjustment

Example 3: Existing Road *(continued)*

B. Regular Cycle Calculations for slurry seal and road overlay:

On year 12, the slurry seal /overlay will be reset onto the regular schedule. Obtain new costs from a Civil Engineer or contractor. The year 12 cost for the slurry seal is \$11,500 and for the asphalt overlay is \$103,500.

Annual cost per parcel for the 21-year slurry seal and paving plan:

$(\$11,500 \text{ year 7 slurry} + \$11,500 \text{ year 14 slurry} + \$103,500 \text{ year 21 overlay}) \div 21 \text{ year cycle} \div 30 \text{ parcels} = \200
Expressed Differently: $(\$11,500 + \$11,500 + \$103,500) \div 21 \div 30 = \200

Recalculate annual assessment per parcel starting in year 12.

Annual assessment per parcel for years 12 through 50:

= roads + culverts + annual CPI adjustment
= \$200 + \$13* + annual CPI adjustment
= \$213* + annual CPI adjustment

C. Regular Cycle Calculations for culverts

On year 51, the culvert replacements will be reset onto the regular schedule. Obtain new costs from a Civil Engineer or contractor. The year 51 cost for each culvert is \$6,250.

Annual cost per parcel for the culverts replacement at year 50:

$(\$6,250 \text{ culvert} \times 3 \text{ culverts}) \div 50 \text{ year cycle} \div 30 \text{ parcels} = \13
Expressed Differently: $(\$6,250 \times 3) \div 50 \div 30 = \13

Recalculate annual assessment per parcel starting in year 51.

Annual assessment per parcel for years 51 and beyond:

= roads + culverts + annual CPI adjustment
= \$200* + \$13* + annual CPI adjustment
= \$213* + annual CPI adjustment

* **NOTE:** These values need to be adjusted to reflect the compounding CPI since the formation of the RMA.

NOTES:

1. Adjust the annual dues each year to account for inflation. Contact Land Use Division (after April) for a recommended CPI to apply. See Example 4.
2. From time to time it is recommended that the cost of work be verified, and assessments adjusted to reflect any shortcomings.

3. The costs used in these examples are for illustrative purposes and do not necessarily reflect actual construction costs.

Example 3: Existing Road (*continued*)

Maintenance Calendar	
Age of Road (Years)	Item
0	Road is built
10	Road Maintenance Association Formed
14	Year 4 slurry seal (abbreviated 4 year cycle)
21	Year 11 overlay (abbreviated 11 year cycle)
28	Year 7 slurry seal (regular 21 year cycle)
35	Year 14 slurry seal (regular 21 year cycle)
42	Year 21 overlay (regular 21 year cycle)
50	Year 40 culverts (abbreviated 40 year cycle)
49	Year 7 slurry seal (regular 21 year cycle)
56	Year 14 slurry seal (regular 21 year cycle)
63	Year 21 overlay (regular 21 year cycle)
70	Year 7 slurry seal (regular 21 year cycle)
77	Year 14 slurry seal (regular 21 year cycle)
84	Year 21 overlay (regular 21 year cycle)
91	Year 7 slurry seal (regular 21 year cycle)
98	Year 14 slurry seal (regular 21 year cycle)
100	Year 50 culverts (regular 50 year cycle)
105	Year 21 overlay (regular 21 year cycle)

Example 4: CPI Calculations

These calculations show how to apply a CPI calculation to the annual assessment. Contact the Land Use Division on an annual basis (after April) to determine what CPI should be used for the current year. For this this example, assume the year 1 assessment is \$810; the CPI value for year 2 is 2.5%; the CPI value for year 3 is 2.0%; and the CPI value for year 4 is 3.0%

Year 2 assessments = year 1 assessment \times CPI
 $\$810 \times 1.025\% = \830

Year 3 assessments = year 2 assessment \times CPI
 $\$830 \times 1.020\% = \847

Year 4 assessments = year 3 assessment \times CPI
 $\$847 \times 1.030\% = \872

This shows how the annual assessments increase each year from the initial rate of \$810 to account for inflation.

Attachment 3

Formation Questionnaire

The *Formation Questionnaire* is intended to provide you with written proof of an easement owner's willingness to form a Road Maintenance Association (RMA). This form is only needed if you are required to form an RMA.

NOTE: This attachment is not required when formation of an RMA is optional.

Instructions:

1. Fill in the names of the roads to be maintained, the site addresses, and the assessor parcel numbers.
2. Request that the easement owner check either the YES or the NO box; provide their phone number, print their name, and sign the form.
3. Submit a copy of all forms to Public Works Land Use Division with the rest of your package.

**ROAD MAINTENANCE ASSOCIATION
FORMATION QUESTIONNAIRE**

To: _____ Easement Owners
(insert road names)

The purpose of this questionnaire is to determine if there is sufficient interest to form a Road Maintenance Association that will provide a formal method for maintaining the above road.

The above road is not maintained by the County. Therefore, all of the easement owners of the road are responsible for maintenance of the road. California Civil Code 845 (enclosed) sets forth obligations of easement owners to maintain the road.

To further promote road maintenance, the County of Humboldt encourages easement owners to establish a Road Maintenance Association. The association will help owners determine what level of road maintenance should be done, when maintenance should be done, and establishes a financial obligation for members to pay for road maintenance.

- YES.** I am interested in finding out more information about forming a Road Maintenance Association. **This does not obligate me to join any association. This does not obligate me to pay any association assessments/dues/fees.**
- NO.** I am not interested in forming a Road Maintenance Association at this time. (**NOTE:** In absence of a Road Maintenance Association, easement owners are still obligated to participate in funding road maintenance, pursuant to California Civil Code Section 845.)

Signature: _____

Phone: _____

Printed Name: _____

Assessor Parcel No.: _____

Site Address: _____

The following materials are to be left with each property owner:

- *Sample Declaration of Road Maintenance Association*
- *Completed Budget Worksheets*
- *California Civil Code Section 845*

Attachment 4

Non-Responsive Easement Owner Affidavit

In some instances, easement owners may decline to sign the questionnaire. Use this affidavit to certify that an attempt was made to contact an owner to the best of your abilities. This form is only needed if you are required to form an RMA.

NOTE: This attachment is not required when formation of an RMA is optional.

Instructions:

1. Complete a separate Affidavit for each easement owner.
2. Fill in all requested information and check all applicable boxes.
3. Sign the form.
4. Submit copies of all forms to Public Works Land Use Division with the rest of your package.



**DEPARTMENT OF PUBLIC WORKS
COUNTY OF HUMBOLDT**
MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

On-line Web: humboldtgov.org	Administration 445-7491 Business 445-7652 Engineering 445-7377 Facility Management 445-7621	Public Works Building Second & L St., Eureka Fax 445-7409	Natural Resources 445-7741 Natural Resource Planning 267-9542 Parks 445-7651 Roads 445-7421	Clark Complex Harris & H St., Eureka Fax 445-7388	Land Use 445-7205
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NON-RESPONSIVE EASEMENT OWNER AFFIDAVIT

On _____, I certify that I attempted to discuss the formation of a Road
(insert date)

Maintenance Association with _____, the owner of
(insert name of owner)

the property located at _____
(insert physical address of property)

(APN _____).

The following are the good faith attempts I made at forming a Road Maintenance Association
(Check **ALL** that apply):

- I met with the easement owner in person.
- I mailed the information package/questionnaire by *U.S. Mail – Return Receipt Requested*.
- The easement owner declined to sign the questionnaire.
- I was not able to contact the easement owner in person. I did not receive a response to the mailed questionnaire.
- Other: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Signed at _____, Humboldt County, California on _____, 20__.

Signature: _____

Name Printed: _____

Attachment 5

California Civil Code Section 845

(as of 1/01/2013)

(a) The owner of any easement in the nature of a private right-of-way, or of any land to which any such easement is attached, shall maintain it in repair.

(b) If the easement is owned by more than one person, or is attached to parcels of land under different ownership, the cost of maintaining it in repair shall be shared by each owner of the easement or the owners of the parcels of land, as the case may be, pursuant to the terms of any agreement entered into by the parties for that purpose. In the absence of an agreement, the cost shall be shared proportionately to the use made of the easement by each owner.

(c) If any owner refuses to perform or fails after demand in writing to pay the owner's proportion of the cost, an action to recover that owner's share of the cost, or for specific performance or contribution may be brought by the other owners either jointly or severally. The action may be brought before, during, or after performance of the maintenance work, as follows:

(1) The action may be brought in small claims court if the amount claimed to be due as the owner's proportion of the cost does not exceed the jurisdictional limit of the small claims court. A small claims judgment shall not affect apportionment of any future costs that are not requested in the small claims action.

(2) Except as provided in paragraph (1), the action shall be filed in superior court and, notwithstanding Section 1141.13 of the Code of Civil Procedure, the action shall be subject to judicial arbitration pursuant to Chapter 2.5 of Title 3 of Part 3 (commencing with Section 1141.10) of the Code of Civil Procedure. A superior court judgment shall not affect apportionment of any future costs that are not requested in the action, unless otherwise provided in the judgment.

(3) In the absence of an agreement addressing the maintenance of the easement, any action for specific performance or contribution shall be brought in a court in the county in which the easement is located.

(4) Nothing in this section precludes the use of any available alternative dispute resolution program to resolve actions regarding the maintenance of easements in the small claims court of the superior court.

(d) In the event that snow removal is not required under subdivision (a) or under any independent contractual or statutory duty, an agreement entered into pursuant to subdivision (b) to maintain the easement in repair shall be construed to include snow removal within the maintenance obligations of the agreement if all of the following exist:

(1) Snow removal is not expressly precluded by the terms of the agreement.

(2) Snow removal is necessary to provide access to the properties served by the easement.

(3) Snow removal is approved in advance by the property owners or their elected representatives in the same manner as provided by the agreement for repairs to the easement.

(e) The provisions of this section do not apply to rights-of-way held or used by railroad common carriers subject to the jurisdiction of the Public Utilities Commission.

// END //

Attachment 6

Sample Road Maintenance Association Template

The sample *Road Maintenance Association* template is intended to provide you with a document that can be modified to fit your needs. The Department **strongly** suggests that you consider consulting with your legal counsel regarding the use of these sample forms.

Instructions:

1. The information highlighted in yellow is to be edited (or removed) from the document.

RECORDING REQUESTED BY AND
RETURN TO:
<Insert Name>
<Insert Mailing Address>
<Insert City, State, and ZIP>

**DECLARATION OF ROAD MAINTENANCE ASSOCIATION
FOR <Insert Road Name>**

THIS DECLARATION is made by the undersigned (hereinafter collectively referred to as "Declarant") as record owner(s) of real property in the County of Humboldt, State of California, which is more particularly described in Exhibit "A-1" (Legal Descriptions) and Exhibit "A-2" (plats), (the "Properties"), incorporated by this reference and made a part hereof, for the purpose of establishing a Property Owners Association that will maintain and upgrade the non-county-maintained road known as <Insert Road Name>, and in such regard, Declarant hereby declares that all the Properties shall be held, sold, and conveyed, subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

- (1) The term "Association", as used herein, shall mean and refer to the <insert name of road maintenance association> Association, a non-profit association, and its successors and assigns.
- (2) The term "Owner", as used herein, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, or a buyer under a contract of sale, but excluding those having such interest merely as security for the performance of an obligation.
- (3) The term the "Properties", as used herein, shall mean and refer to the real property described in Exhibit "A-1" (Legal Descriptions) and shown on Exhibit "A-2" (plats) and such annexations thereto as may hereafter be brought within the jurisdiction of the Association.
- (4) The term "Covenants", as used herein, shall refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this Declaration.

(5) The term "Common Road Easement", as used herein, shall mean the easement and right of way particularly described in Exhibit "B-1"(legal descriptions) and shown in Exhibit "B-2" (plats), both incorporated by this reference and made a part hereof.

ARTICLE II **MANAGEMENT**

(1) All powers relating to management, operation, and maintenance of the Common Road Easement, as well as certain rights and duties, shall be vested in the Association. The Association may, from time to time, adopt rules and regulations concerning the Properties in conformance with the general purposes for the establishment of these Covenants.

(2) Every person who acquires title, legal or equitable, to any of the Properties shall become a member of the Association; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such property merely as security for the performance of an obligation. Each person who becomes a member of the Association shall pay an initial transfer and initiation fee of \$<insert amount> for each separate parcel of the Properties acquired by that person. Owners shall be entitled to vote for each lot and/or parcel of the Properties in which they hold an interest, so long as such Owner is not then delinquent in the payment of any dues or other assessment of the Association. When more than one person holds such interest in any lot, all such persons shall be members of the Association. The vote for such lot or parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot or parcel of the Properties.

(3) The Association may employ or engage a manager and other employees or agents and contract for such services, labor, and materials as it may deem reasonably necessary to operate and maintain the Common Road Easement and other areas which the Association may acquire and to discharge its other duties as herein provided.

(4) The Association shall be responsible for the maintenance, repair, and upkeep of the Common Road Easement located within the Properties. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such Common Road Easement. The Association may maintain adequate liability insurance on the Common Road Easement as necessary to protect the interest of the Owners.

(5) The Declarant and such subsequent Owner of any parcel of the Properties by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract therefore, whether or not covenant and agree to pay to the Association such annual assessments or charges (hereinafter called the maintenance and upgrade fund payments) and such special assessments for capital improvements, such assessments to be established and collected as provided herein, except that all assessments shall be prorated among the Owners in the same manner that votes are allocated per Article II(2). As an initial maintenance and upgrade fund payment, each Owner covenants and agrees to pay \$<insert amount> per year, per lot or parcel, of the Properties owned. Payments

shall be due on the <Enter day of month as a number, including st, nd, th, etc.> day of <Enter month> of each year.

Each year the annual assessment shall be adjusted by an inflation factor compounded based on Consumer Price Index prepared by the United States Department of Labor, Bureau of Labor Statistics using the weighted average of Consumer Price Indexes (All Urban Consumers for the State of California).

ARTICLE III GENERAL PROVISIONS

Enforcement. Any Owner or Owners shall have the right to enforce this agreement by any proceeding at law or in equity. The prevailing party shall be entitled to reasonable attorney's fees. Failure to enforce any condition, covenant, or restriction contained in this agreement shall not be deemed a waiver of the right to do so thereafter.

ARTICLE IV AMENDMENTS

The provisions of this Declaration may be amended from time to time upon a majority vote of the Owners entitled to vote.

ARTICLE V ACTIVITIES OF ASSOCIATION

- (1) The Association shall be formed and shall exist only for the convenience of the Owners to assist with the maintenance and to carry out the general purposes of the Owners. The Association shall not engage in any business or profit-making activities but shall exist only as an arrangement for the protection of the property interests of the members.
- (2) The sole income of the Association shall be derived from assessments received from individual members.
- (3) The Association may do any and all other acts and things that a non-profit Association is empowered to do, which may be necessary, convenient, or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth. Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all of the Owners or any of them, or at all.
- (4) The Association shall be governed by a three (3) person Board of Directors to be selected annually on or before the <Enter day of month as a number, including st, nd, th, etc.> day of <Enter month> from among the Owners. Any vacancy among the Board of Directors may be filled by appointment by the Board of Directors. The Directors shall be elected and may be removed by a majority of the votes cast by the Owners. Each Director

shall be elected for a term of one (1) year but shall continue to serve until his successor is selected. The Board of Directors shall have the power to manage the affairs of the Association and make any assessment, or increase or decrease any dues or maintenance payment after the initial year, provided that there shall be no increase of more than twenty percent (20%) in any one (1) year without the approval of majority of the Owners.

(5) The Directors shall meet at least semi-annually at such places and times as the Board elects. A quorum at any such meeting shall require a majority of the Directors. On all matters requiring a vote by the Directors, a majority vote of the Directors present at the meeting shall control. Written notice of all meetings of the Directors shall be given each Director at least five (5) days in advance, provided, however, any Director may waive the necessity of notice.

(6) All matters requiring an Association vote shall be determined by a majority vote of those present or represented by proxy. Such vote may either be in writing or by a majority of those present at any meeting of the Association, called by the Board of Directors or any Owner, providing at least fifteen (15) days prior written notice has been given to all Owners who have registered their addresses with the Association. A majority of the Owners must be present or represented by proxy to constitute a quorum.

ARTICLE VI **TERMINABILITY**

(1) It is contemplated by the Association that the road will be periodically improved and upgraded until constructed to the standards necessary to permit the road to be admitted into the Humboldt County Maintained Road System.

(2) This Association cannot dissolve without the approval of the Humboldt County Planning Commission. <use this sentence when formation of the RMA is required by the County>

OR

(2) This Association may be dissolved by approval of a majority vote. <use this sentence when formation of the RMA is optional>

ARTICLE VII **SEVERABILITY**

Should any of the covenants contained in this Declaration be void or become unenforceable in law or in equity, the remaining portions of this Declaration shall nevertheless be and remain in full force and effect.

ARTICLE VIII **ANNEXATION**

Additional land or common area may be annexed to the Properties with the consent of a majority of Owners entitles to vote.

IN WITNESS WHEREOF, this instrument is executed this <Enter day of month as a number, including st, nd, th, etc.> day of <Enter month> <Enter year>_____.

NOTE: ALL OWNERS SIGNATURES MUST BE NOTARIZED

APN: <insert APN>
<Insert title information from deeds and/or title report>

<insert name> Date

<insert name> Date

APN: <insert APN>
<Insert title information from deeds and/or title report>

<insert name> Date

<insert name> Date

APN: <insert APN>
<Insert title information from deeds and/or title report>

<insert name> Date

<insert name> Date

<NOTE: Add /remove signature lines as needed>

Attachment 7

Road Maintenance Association Annexation Template

The *Road Maintenance Association Annexation* template is intended to provide you with a document that can be modified to fit your needs. This form is to be used when annexing into an existing Road Maintenance Association. The Department suggests that you consider consulting with your legal counsel regarding the use of these forms.

Instructions:

1. The information highlighted in yellow is to be edited (or removed) from the document.

RECORDING REQUESTED BY AND
RETURN TO:
<Insert Name>
<Insert Mailing Address>
<Insert City, State, and ZIP>

ANNEXATION No. <Insert Number>
FOR <Insert Road Name> ROAD MAINTENANCE ASSOCIATION

THIS DECLARATION is made by the undersigned (hereinafter collectively referred to as "Declarant") as record owners of real property in the County of Humboldt, State of California, which is more particularly described in Exhibit "A-1" (Legal Descriptions) and shown on Exhibit "A-2" (plats), (the "Properties"), incorporated by this reference and made a part hereof for the purpose of annexing into an existing Property Owners Association that will maintain and upgrade the non-county-maintained road known as <Insert Road Name>, and in such regard, Declarant hereby declares that all the Properties shall be held, sold, and conveyed, subject to the following, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

- (1) The term "Association", as used herein, shall mean and refer to the <insert name of road maintenance association> Association, a non-profit association, and its successors and assigns as established by document recorded on <insert date> as Document No. <insert document No.>, of Official Records, in the Office of the County Recorder of Humboldt County.
- (2) The term "Owner", as used herein, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, or a buyer under a contract of sale, but excluding those having such interest merely as security for the performance of an obligation.
- (3) The term the "Properties", as used herein, shall mean and refer to the real property described in Exhibit "A-1" (Legal Descriptions) and shown on Exhibit "A-2" (plats).
- (4) The term "Covenants", as used herein, shall refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this Declaration.
- (5) The term "Common Road Easement", as used herein, shall mean the easement and right of way particularly described in Exhibit "B-1" (legal descriptions) and shown in Exhibit "B-2" (plats), both incorporated herein by this reference and made a part hereof.

<insert name> Date

APN: <insert APN>
<Insert title information from deeds and/or title report>

<insert name> Date

<insert name> Date

< NOTE: Add /remove signature lines as needed>

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 _____)

On _____ before me, _____ , personally appeared
(insert name and title of the officer)

_____, 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 _____ (Seal)

< NOTE: Verify that you are using the most current notary form. Add additional notary acknowledgements as needed.>

Attachment 8

Sample Road Maintenance Association

This sample is based on an older template. Be sure to use the current template for your RMA.

RECORDING REQUESTED BY AND RETURN TO:

JLF CONSTRUCTION, INC.
3329 Halfway Avenue
McKinleyville, CA 95519

COPY

SAMPLE OF AN
RMA USING AN
OLDER TEMPLATE. BE
SURE TO USE THE
CURRENT TEMPLATE

FAWN MEADOWS
DECLARATION OF ROAD AND DRAINAGE MAINTENANCE ASSOCIATION

THIS DECLARATION is made by the undersigned (hereinafter collectively referred to as "Declarant") as record owner of real property in the County of Humboldt, State of California, which is more particularly described as Lots 1 through 25, as filed in Book 25 of Maps, Page(s) 103-105, Humboldt County Recorder's Office, incorporated and made a part hereof (the "Properties") for the purpose of creating a Common Road and Drainage Facility Easement and to establish a Property Owners Association that will maintain and upgrade the private road and drainage facilities, and in such regard, Declarant hereby declares that all the Properties shall be held, sold, and conveyed, subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

- (1) The term "Association", as used herein, shall mean and refer to the FAWN MEADOWS Association, a non-profit association, and its successors and assigns.
- (2) The term "Owner", as used herein, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, or a buyer under a contract of sale, but excluding those having such interest merely as security for the performance of an obligation.
- (3) The term the "Properties", as used herein, shall mean and refer to the real property described above and such contiguous additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (4) The term "Covenants", as used herein, shall refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this Declaration.
- (5) The term "Common Road and Drainage Facilities Easement", as used herein, shall mean the easement(s) and right of way(s) shown on Fawn Meadows, Tract No. 658, filed in

RMA Fawn Meadows - 11-27-18

Book 25 of Maps, pages 103-105, Humboldt County Recorder's Office, listed in the table below.

Easement & Right of Way	Properties benefiting	Proportional Responsibility
Challis Court	Lots 9 through 19	1/11 per lot
Dogwood Road	Lots 1 through 8	1/8 per lot
All Storm Drain and Drainage Facility Easements shown on the Fawn Meadows Tract Map.	Lots 1 through 25	1/25 per lot

Note: All Fawn Meadows "Landscaping" is not a part of this Road Maintenance Association at this time as they are the responsibility of the individual owner's properties which front these areas per the subdivision's Covenants and Restrictions and Homeowners Association.

ARTICLE II
COMMON ROAD AND DRAINAGE FACILITIES EASEMENT

There is hereby created and established an easement over the Properties as described above. The easement shall be for the purpose of ingress and egress and the installation, maintenance, and repair of a roadway, drainage facilities, and utilities. The easement shall be solely for the benefit of all present and future Owners of all or any portion of the Properties, including holders of security interests. The easement shall be mutual, reciprocal, and interdependent between all of the present and future Owners of all or a portion of the Properties.

The easement created is for the benefit of the Owners and this Declaration is not intended to constitute a declaration or offer for public use, but rather is intended for the private use of the Owners described herein. The easement created shall inure to the benefit of and shall be binding upon the successors in title to any or all of the Properties and the easement created herein shall be appurtenant to all or any portion of the property described herein.

ARTICLE III
MANAGEMENT

(1) All powers relating to management, operation, and maintenance of the Common Road and Drainage Facilities Easement, as well as certain rights, duties, and powers relating to the remainder of the Properties, shall be vested in the Association. The Association may, from time to time, adopt rules and regulations concerning the Properties in conformance with the general purposes for the establishment of these Covenants.

(2) Every person who acquires title, legal or equitable, to any of the Properties shall become a member of the Association; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation. Each person who becomes a member of the Association shall pay an initial transfer and initiation fee of \$0 (no fee) for each separate parcel of the Properties acquired by that person. Owners shall be entitled to vote for each lot and/or parcel of the Properties in which they hold an interest, so long as such Owner is not then delinquent in the payment of any dues or other

assessment of the Association. When more than one person holds such interest in any lot, all such persons shall be members of the Association. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot of the Properties.

Lots	Votes
<u>Challis Court:</u> Lots 9 through 19	1 vote per lot for maintenance of Challis Court
<u>Dogwood Road:</u> Lots 1 through 8	1 vote per lot for maintenance of Dogwood Road
<u>Storm Drain Facilities:</u> Lots 1 through 25	1 vote per lot for maintenance of All Storm Drain Facilities

Challis Court and Dogwood Road are sub-areas. Maintenance of the sub-areas are the responsibility of the Properties benefiting. Each lot benefiting in the sub-area shall have 1 vote for matters related to the sub-area. Funds held by the Association for each sub-area shall be used exclusively for each sub-area.

(3) The Association may employ or engage a manager and other employees or agents and contract for such services, labor, and materials as it may deem reasonably necessary to operate and maintain the Common Road and Drainage Easement and other areas which the Association may acquire and to discharge its other duties as herein provided.

(4) The Association shall be responsible for the maintenance, repair, and upkeep of the Common Road and Drainage Easement located within the Properties. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such Common Road and Drainage. The Association may maintain adequate liability insurance on the Common Road and Drainage Easement as necessary to protect the interest of the Owners.

(5) The Declarant and such subsequent Owner of any parcel of the Properties by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract therefore, whether or not covenant and agree to pay to the Association such annual assessments or charges (hereinafter called the maintenance and upgrade fund payments) and such special assessments for capital improvements, such assessments to be established and collected as provided herein, except that all assessments shall be prorated among the Owners in the same manner that votes are allocated [per Article III(2)]. As an initial maintenance and upgrade fund payment, each Owner covenants and agrees to pay the annual payments as specified on the following page, per lot, of the Properties owned. Payments shall be due on the tenth (10th) day of December of each year.

Fawn Meadows Annual Payments Table

Fawn Meadows Lots	"Challis Court"	"Dogwood Road"	"Storm Drain Facilities"	Annual payment
20-25	--	--	\$63	\$63*z
9-19	\$93	--	\$63	\$156*z
1-8	--	\$108	\$63	\$171*z

Notes and Definitions for the above Annual Payments Table

"Challis Court", "Dogwood Road", and Storm Drainage Facilities" includes road maintenance of Challis Court and Dogwood Road, along with a storm basin and storm drain inlets and piping within Fawn Meadows. It is anticipated that maintenance of some or all of these facilities will be assumed by the County of Humboldt in Permanent Road Division Number 1000-XXX. When costs are assumed by public agencies, they are to be suspended from this Maintenance Association.

"z" is an inflation factor. This inflation factor shall be based on the Consumer Price Index (hereinafter called CPI), compounded annually on June 1 of each year. For the purposes of this calculation, the CPI shall be that prepared by the United States Department of Labor, Bureau of Labor and Statistics, average of all Consumer Price Indexes for All Urban Consumers in the State of California. Assistance with determining this inflation factor is available from the Humboldt County Department of Public Works, Land Use Division, telephone number 707-445-7205.

All or portions of the costs outlined in the above table may be suspended with the approval of the County of Humboldt or its successor or assigns, so long as the maintenance responsibilities of the Association are assumed by a public agency such as the County of Humboldt.

ARTICLE IV
GENERAL PROVISIONS

Enforcement. Any subdivider, or subdividers, or Owner or Owners shall have the right to enforce this agreement by any proceeding at law or in equity. The prevailing party shall be entitled to reasonable attorney's fees. Failure to enforce any condition, covenant, or restriction contained in this agreement shall not be deemed a waiver of the right to do so thereafter.

ARTICLE V
AMENDMENTS

The provisions of this Declaration may be amended from time to time upon a majority vote of the Owners entitled to vote.

ARTICLE VI
ACTIVITIES OF ASSOCIATION

(1) The Association shall be formed and shall exist only for the convenience of the Owners to assist with the maintenance and upgrading of the Properties and to carry out the general purposes of the Owners. The Association shall not engage in any business or profit-making activities, but shall exist only as an arrangement for the protection of the property interests of the members.

(2) The sole income of the Association shall be derived from assessments received from individual members.

(3) The Association may do any and all other acts and things that a non-profit Association is empowered to do, which may be necessary, convenient, or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth. Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all of the Owners or any of them, or at all.

(4) The Association shall be governed by a three (3) man Board of Directors to be selected annually on or before the first Monday in March from among the Owners. Any vacancy among the Board of Directors may be filled by appointment by the Board of Directors. The Directors shall be elected and may be removed by a majority of the votes cast by the Owners. Each Director shall be elected for a term of one (1) year, but shall continue to serve until his successor is selected. The Board of Directors shall have the power to manage the affairs of the Association and make any assessment, or increase or decrease any dues or maintenance payment after the initial year, provided that there shall be no increase of more than twenty percent (20%) in any one (1) year without the approval of majority of the Owners.

(5) The Directors shall meet at least semi-annually at such places and times as the Board elects. A quorum at any such meeting shall require a majority of the Directors. On all matters requiring a vote by the Directors, a majority vote of the Directors present at the meeting shall control. Written notice of all meetings of the Directors shall be given each Director at least five (5) days in advance, provided, however, any Director may waive the necessity of notice.

(6) All matters requiring an Association vote shall be determined by a majority vote of those present or represented by proxy. Such vote may either be in writing or by a majority of those present at any meeting of the Association, called by the Board of Directors or any Owner, providing at least fifteen (15) days prior written notice has been given to all Owners who have registered their addresses with the Association. A majority of the Owners must be present or represented by proxy to constitute a quorum.

ARTICLE VII TERMINABILITY

(1) It is contemplated by the Association that the road will be periodically improved and upgraded until constructed to the standards necessary to permit the road to be admitted into the Humboldt County Maintained Road System.

(2) This Association cannot dissolve without the approval of the Humboldt County Planning Commission.

ARTICLE VIII
SEVERABILITY

Should any of the covenants contained in this Declaration be void or become unenforceable in law or in equity, the remaining portions of this Declaration shall nevertheless be and remain in full force and effect.

ARTICLE IX
ANNEXATION

Additional land area may be annexed to the Properties with the consent of a majority of Owners entitled to vote.

IN WITNESS WHEREOF, this instrument is executed this 28 day of November, 18.

NOTE: ALL OWNERS SIGNATURES MUST BE NOTARIZED

James L. Furtado
JAMES L. FURTADO, PRESIDENT
J.L.F. CONSTRUCTION, INC.
A CALIFORNIA CORPORATION

NOTARY 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 Humboldt

On 11.28.2018 before me, P. Nicholas, notary public
(insert name and title of the officer)

personally appeared James L. Furtado
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 P. Nicholas (Seal)

