

**The Amended and Restated
ARTICLES OF PARTNERSHIP**

AS APPROVED ON 09/27/2022

FOR

**SPRING LAKES PARK
A GENERAL PARTNERSHIP**

These Amended and Restated Articles are binding on all Partners and their Successors in Interest, and they will run with the land.

225 Mount Hermon Rd,
Scotts Valley, CA 95066

APN # 021-021-28

**THIRD AMENDMENT AND RESTATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Third Amended and Restated Articles of Partnership was adopted September 27, 2022, by the Partnership of Spring Lakes Park, A California General Partnership, after being passed by the vote of its membership by Park-Wide Ballots submitted before September 23, 2022. This document amends and restates the Articles of Partnership approved on September 1, 1972, and amended on November 18, 2001, and again on July 14, 2021, and again on August 24, 2021.

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ARTICLES OF PARTNERSHIP
(As Approved 09/27/2022)
FOR SPRING LAKES PARK
A General Partnership

THIS AGREEMENT is entered into and made effective on that date designated above by an approval vote of the Partnership at a duly called meeting for the purpose of approving any amendments to the Articles of Partnership. All of the parties to this Partnership desire, by their signature on the Rental Agreement to constitute themselves a General Partnership upon those terms, covenants and conditions herein set forth and for those purposes hereinafter set forth:

1. NAME OF PARTNERSHIP. "SPRING LAKES PARK."
2. QUALIFICATIONS OF A PARTNER.
 - A. To become or remain a Partner an individual or family must meet the following requirements:
 - (1) Be renting a space in Spring Lakes Park.
 - (2) Own a mobile or manufactured home located in that space.
 - (3) Either live in said mobile or manufactured home or leave it vacant with the intent of living therein.
 - (4) Own 6.3063 Partnership units.
 - B. For the purpose of facilitating the transfer of the mobilehome or Partnership units upon the incapacity or death of a Partner as defined in A above, such home or units may be held in joint tenancy with a person not a Partner or in trust with a trustee not a Partner, provided, that the Partner submit to and have approved by the Management Committee a copy of a joint tenancy or trust agreement which shall contain a clause restricting the rights of the non-Partner, joint tenant or trustee. The Management Committee shall prepare a clause which shall cover the following:
 - (1) Identify the mobilehome and units.
 - (2) Require that with respect to them the joint tenant or the trustee agree to comply with the terms of these Articles, the Park Rules and Regulations, and the Park Rental Agreement.
 - (3) Agree that, if the mobilehome is no longer occupied by a resident Partner, the joint tenant (unless eligible for and applies for Partnership under this Article) or trustee shall have only the right of sale to eligible persons and no right to occupy or sub-rent the mobilehome or space, or in the case of Partnership units, to vote or exercise any Partnership rights.
 - (4) Give Spring Lakes Park enforcement rights to the provisions of such clauses.
3. PLACE OF BUSINESS. The principal place of business of the Partnership shall be at 225 Mt. Hermon Road, City of Scotts Valley, County of Santa Cruz, State of California, and such other place or places as the Partners shall hereafter determine.
4. PURPOSE. This Partnership is formed for the purpose of owning and managing all of that land and improvements, including fixtures, equipment and appurtenances situated at 225 Mt. Hermon Road, Scotts Valley, California, and

commonly known as SPRING LAKES PARK.

5. TERM OF PARTNERSHIP. The Partnership began on September 1, 1972 and shall continue until dissolved by no less than a sixty percent (60%) vote of the Partnership interests in SPRING LAKES PARK, expressing their election to terminate the Partnership.
6. FICTITIOUS NAME. The Management Committee shall make, file, and publish such certificates as are required by law.
7. CONTRIBUTIONS. The initial capital of the Partnership was SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00). No Partner shall receive interest on his capital contribution.
8. ADDITIONAL CONTRIBUTIONS. When additional capital is required from the Partners, the Management Committee (as hereinafter defined and constituted) shall be authorized to notice and call a special meeting for that purpose and shall present its recommendation with respect to the amount of contribution required from the Partners. A vote shall be taken at said meeting and a majority vote by the Partnership interests present at said meeting shall be decisive. The additional contribution of each Partner shall be added to their capital account at the end of the year of said contribution.
9. CAPITAL AND INCOME ACCOUNTS. A capital account shall be maintained for each Partner, and each Partner's distributive share of profits and losses shall be credited or debited to his account. The Partners agree that contributions and withdrawals to and from capital accounts shall be on an equal basis.

By reason of the large number of Partners and capital accounts in this Partnership, the total capital accounts of each Partner shall also be referred to in terms of units and shall be equal to 6.3063 units. Distribution of profits or losses are to be in the amounts declared per unit of Partnership interest at the end of each calendar year. It shall be made to those Partners who are of record on the 15th day of each December. Any prorating of distribution must be made between buyer and seller of Partnership units.

The Management Committee may make such distribution by an adjustment in the capital account of each Partner commensurate with that Partner's Partnership interest.

No Partner shall own more than the 6.3063 units at any time. No acquisitions or purchases by any Partner shall be permitted which would bring such Partner's total holdings to more than 6.3063 units. Should any Partner receive by gift or inheritance an additional home in Spring Lakes Park, said Partner shall be allowed to hold those additional Partnership units, without vote or additional rights, only for the purpose of selling them along with the appropriate home(s). Said Partner shall also be obligated to pay space rent and other appropriate charges related to the additional units until the property is sold to a qualified Partner. If this sale has not taken place within 6 months of acquisition, the owner must petition the Management Committee in writing for more time, stating the amount of time needed to sell. If during the time of ownership of the additional units held for purposes of selling, the Management Committee would make an assessment of funds from all Partnership members, the person holding more than 6.3063 units would be required to pay the assessment for all units in their possession at the time. The Management Committee must be notified in writing and endorse their approval prior to any Partner seeking to purchase a second home in the Park for the purposes of relocating to that new location. This written notice must include an acceptable timeline for occupying the new home and placing the existing home on the market for sale.

10. FISCAL YEAR. The Partnership books shall be kept on a calendar year basis and shall operate on a cash accounting system.
11. YEARLY ACCOUNTING. A yearly accounting made as soon as is practical after the close of the calendar year, shall be available in the office for each partner. The accounting will be made available for physical pick up at the office, if requested by a partner. A complete audit of the Partnership books and records shall be made by an independent certified public accountant or by a certified public accounting firm, only upon the majority vote of the Management Committee. A copy of the financial statement and auditor's opinion thereon shall be made available to each Partner upon request. The Partners may require the Management Committee to call a special meeting to consider the need of an audit upon presentation of a petition signed by at least ten percent (10%) of the capital interest in the Partnership.
12. PROFITS AND LOSSES. The term "net profit" as used in this Agreement shall mean the net profit determined by the accountant employed by the firm at the close of each calendar year on the Partnership information tax return filed for federal income tax purposes.
13. ALLOCATION AND DISTRIBUTION OF PROFITS AND LOSSES. The profits and losses of the Partnership shall be allocated to the Partners of record on December 15th of the appropriate tax year. The Management Committee shall determine what portion of profits shall be retained as a reserve contingency for future Partnership expenses.
14. MANAGEMENT OF BUSINESS: MANAGEMENT COMMITTEE. Each Partner shall have vested rights in the management and conduct of the Partnership business, however, the voting on Partnership business is limited to one vote per 6.3063 units of ownership as understood in Article 9 above.

Notwithstanding the rights of all General Partners, the business operation of the Partnership shall be and is hereby delegated to a Management Committee, which shall be comprised of nine (9) members each of whom shall be a General Partner. The Management Committee shall assume direction of the Partnership business with the right to make necessary decisions and to sign contracts without obtaining the written assent of the remaining Partners. The Management Committee shall be responsible to the General Partnership for the active management and control of the Partnership business and shall not delegate any business control or management functions to any employee other than those functions to be performed by a park manager.

The Management Committee shall prescribe and enforce Rules and Regulations consistent with these Articles of Partnership governing reasonable conduct of residents, their guests and pets, and the use of facilities within the Park. Such rules and regulations shall include, but not be limited to, requirements pertaining to landscaping, mobile home appurtenances, yard set-back areas, maintenance of yard areas and other regulations pertaining to maintaining the aesthetic quality of Spring Lakes Park. The Committee shall change these rules and regulations only in accordance with the procedure required by law and shall use reasonable diligence to make such changes when new laws or government regulations require.

The Management Committee shall also prescribe reasonable entrance requirements for new residents and shall screen all prospective tenants prior to accepting new residents in the Park. Among the rules shall be one that restricts Partners and permanent residents to senior adults at least fifty-five (55) years of age. The Committee shall enforce this rule without deviation with respect to all prospective new permanent residents and changes in family status of those already residents.

The Management Committee shall conduct and hold monthly meetings, upon days or dates to be selected by the Committee. Special meetings of the Management Committee may be called by the Chair or by at least five (5) members of the Committee. A majority of the Management Committee shall be required as a quorum for the conduct of any meeting of the Management Committee. A positive vote of at least five (5) members of the nine (9) member Management Committee shall be required to pass any proposals. A vote may be taken by electronic vote (email) provided the proposal is initiated by the current chair of the Management Committee and at least five (5) positive votes are received, and the result is reported to the Partnership at the next available Management Committee meeting.

Each member of the Management Committee, past or present, shall be held harmless by the Partnership, and all of its Partners from all claims and/or judgments made and rendered against them by park residents, Partners, or any third party resulting from any act, passive or affirmative, taken by them, individually or collectively, in their capacity as a member of the Management Committee, past or present, unless a court of competent jurisdiction finds such act, passive or affirmative, to constitute fraud, conspiracy to defraud or conversion of Partnership property; and, the Partnership, and all of its Partners, shall indemnify each member of the Management Committee, past or present, against expenses as incurred (including attorney's fees, investigative fees, court costs, related expenditures, and any such expenses incurred in enforcing the terms hereof), judgments, compromise claims and settlements, and other amounts actually and reasonably incurred in connection with defending any claim or court proceeding resulting from any act, passive or affirmative, taken by such Management Committee member, past or present, in their capacity as such Management Committee member. In the event a court of competent jurisdiction finds such act, passive or affirmative, to constitute fraud, conspiracy to defraud or conversion of Partnership property, such Management Committee member shall within ten (10) days thereafter, return to the Partnership all monies previously received pursuant to the above indemnification provision.

15. LIMITATIONS UPON MANAGEMENT COMMITTEE. The Management Committee shall not enter into any contract for purchase of personal property exceeding the value annually reviewed and set at the annual Partnership meeting in November of each year until changed at a future November meeting. Additionally, the value authorized for repairs caused by disaster, catastrophe, or extreme emergency would be reviewed and set at the annual Partnership meeting in November of each year until changed at a future November meeting. The Management Committee shall not sell or acquire any real property or portion of existing Partnership real property without first obtaining approval of a majority in interest of those Partners present at a meeting called for that purpose. Any of these approvals need to be recorded in the minutes of the Partnership meeting or in the minutes of next Management Committee meeting minutes.
16. QUALIFICATIONS FOR MEMBERSHIP ON MANAGEMENT COMMITTEE. Each member of the Management Committee shall be a Partner in residence at Spring Lakes Park.
17. ELECTION OF MANAGEMENT COMMITTEE. The Management Committee shall consist of 9 members each elected to a two-year term. Elections to the Management Committee shall be held at the General Partnership meeting in May of each year by written secret ballots and as stated in article 19, by absentee ballot. If a General Partnership meeting in May cannot be held due to unforeseen situations, the election of the Management Committee may be by a Park-Wide ballot, which would require a vote of the majority of the Partnership.

In the event a vacancy should occur on the Management Committee, for whatever reason, the majority of

the remaining Partners of the Management Committee shall appoint a successor to serve until the expiration of the term of office of the Partner causing such vacancy. Should any member of the Management Committee be unable, or fail, to attend three consecutive monthly meetings of the Management Committee, they shall be deemed to have resigned and a successor shall be appointed to fill the vacancy. Before the third such meeting the member may apply in writing to the Committee for a one month's extension of time, stating the reasons, therefore. The Committee shall act on such application as a priority item and shall only grant it for good cause and by a recorded vote of a majority of the remaining members. If granted, the deemed resignation shall only occur if the member fails to attend a fourth consecutive monthly meeting. Only one such extension may be granted a member during a two-year term.

The Chair of the Management Committee shall appoint, with the approval of the majority of said Committee, a Nominating Committee consisting of five (5) Partners of the Partnership (other than persons on the Management Committee), at the regular meeting of the Management Committee in January and shall advise said Nominating Committee of the number of vacancies to be filled at the May General Meeting and Election. The Chair of the Nominating Committee shall submit a list of nominees which has been approved by the majority of the Nominating Committee, to the Management Committee not later than March 25th.

The Chair of the Management Committee shall submit to all Partners of record a list of said nominees not later than April 1st.

Nominations may be made by petition signed by ten (10) or more Partners; such petition to be filed with the Management Committee not later than April 10th and be in the following form:

"We hereby nominate for member of the Management Committee the following person who has agreed to serve, if elected."

SIGNED: _____ SIGNED: _____

The ballot shall be prepared by a committee composed of two members of the Management Committee who are not running for re-election. It shall place upon the ballot the names of those nominated by the Nominating Committee and those nominated by petition in alphabetical order. The name of any candidate who files a written withdrawal prior to the printing of the ballot shall be omitted. The word "Incumbent" shall be inserted after the names of present Management Committee members running for re-election. The ballot shall have at least two (2) blank lines for insertion of floor nominations.

Nominations will be accepted from the floor and may be written in by the voter upon the ballot before the vote is taken. Names of persons written in but not nominated from the floor shall not be tabulated. All persons nominated, whether by the Nominating Committee, by petition, or from the floor, must indicate or have indicated that he or she will serve if elected.

The Chair of the Management Committee shall appoint, with the approval of the majority of said Committee, an Election Committee which shall supervise the distribution, collection, and tabulation of the ballots. Neither members of the Management Committee nor candidates for office and their spouses shall be eligible to serve on the Election Committee.

Results of the tabulation of votes for each candidate will be posted immediately after the tabulation is completed and certified to by the Election Committee. All Partners of record shall be notified within ten (10) days of the tabulated result of the election.

18. ADDITIONAL DUTIES OF MANAGEMENT COMMITTEE. The Management Committee shall be responsible for the employment of personnel in the performance of non-managerial jobs required for the day-to-day conduct of the Partnership business, to wit, Spring Lakes Park. The Committee shall prescribe the job duties and the compensation for such employment. The Management Committee is authorized to employ a park manager, as may be deemed necessary or desirable, but such manager shall be subject to the control and direction of the Management Committee.

The Management Committee shall actively solicit and encourage participation by the remaining Partners, individually and as committees, in order to further the social, recreational, and educational benefits available to the residents of Spring Lakes Park. The Committee shall be required to obtain and keep in full force and effect adequate insurance coverage for the protection of the Partners. The insurance coverage shall include comprehensive liability insurance, fire insurance, and extended coverage. The Partnership shall not be responsible for insuring personal property owned by individual Partners.

The Management Committee shall be authorized to procure additional liability insurance coverage such as will be reasonably necessary to protect each member of the Management Committee from all claims and/or judgments made and rendered against them by Park residents, Partners, or any third parties, arising out of and as a result of official actions taken by them in their capacity as members of the Management Committee. The cost of such insurance shall be considered a park expense and all such expenses, including any loss payable deductibles, shall be paid by the Park.

19. PARTNERSHIP MEETINGS: QUORUM.

The regular General Partnership meetings shall be held no less frequently than semi-annually in the months of May and November. There shall be thirty (30) days advance notice given to Partners of each General Partnership meeting; special meetings may be called upon first furnishing all Partners with special notice at least 30 days in advance as to the purpose of the meeting.

By reason of the number of Partners in Spring Lakes Park, there shall be required the attendance of at least twenty-five percent (25%) of the total Partnership interest represented at any meeting of the Partners in order to conduct Partnership business.

Voting at Partnership meetings will be done in person or by absentee ballot. No voting right shall be given by power of attorney, proxy, or other device. Where Partnership units are held by two or more residents in joint tenancy with each other, only one ballot for the total number of units held by them may be cast.

At the discretion of the Management Committee a vote may be sent out to all Partners as a Park-Wide ballot. Absentee and Park-Wide ballots will be managed in a similar fashion:

- A. Absentee Ballots for In-Person Meetings: Ballots shall be available at the Park office at least 2 weeks prior to the vote up until the day before the meeting. A list of those receiving the ballots shall be kept. Ballots returned in the appropriate sealed envelopes, which are signed by the Partner shall be held in the Park office until the date of the meeting and then delivered to the chair of the election committee. After a quorum for the in-person meeting is declared, and after verification with the list of those to whom ballots were delivered, the envelopes shall then be

opened, and the ballots counted. Absentee ballots will be counted along with written votes at the Partnership meeting. The results will be announced at the Partnership meeting.

- B. Park-wide Balloting: Ballots shall be delivered to each Partner's Park mailbox at least 2 weeks prior to the vote. The deadline to return ballots to the Park's Ballot Mailbox shall be Noon, the day before a Partnership meeting. After a quorum for the park-wide ballots is declared, and after verification with the list of those to whom ballots were delivered, the envelopes shall then be opened, and the ballots counted. The results will be announced at the Partnership meeting.

20. SALARIES. No Partner shall be entitled to receive any salary by virtue of his being a Partner, nor shall any Partner be entitled to receive a salary by virtue of his being a member of the Management Committee. Notwithstanding the foregoing, a Partner may be employed by the Management Committee for the purpose of performing services if such Partner is qualified to perform a certain job designation which would otherwise be filled by a non-Partner employee.

21. SALE OR TRANSFER OF PARTNERSHIP INTEREST.

- A. Excepting transfers to persons permitted by Article 2A(1), (2) and (3) to become Partners, no Partner shall make, execute or deliver any transfer, assignment, contract to sell, bill of sale, deed, mortgage or lease to any person other than a Partner; provided, however, that a Partner may make, execute or deliver a transfer, assignment, contract to sell, bill of sale, deed or mortgage with respect to his or her Partnership units to a person who is not a Partner for the purpose of refinancing an existing loan with respect to his or her mobile/manufactured home or for the purpose of effecting the purchase of his or her mobile/manufactured home, all in accordance with such rules and regulations as shall hereafter be adopted by the Management Committee, in the exercise of its discretion, subject to all of the following conditions:
- (1) Any lender seeking to secure a loan against the Partnership units of the borrowing Partner shall, following a foreclosure (or other legal process) for any default by the borrowing Partner, be recognized as a "non-resident owner" who is not a Partner, and shall be bound by the Articles, the Rules and Regulations, and the occupancy agreement; and
 - (2) Shall be responsible for the payment of space rent and any other appropriate charges, and shall be required to maintain the mobile/manufactured home and any appurtenant landscaping associated with the given space in good condition; and
 - (3) Any such lender, having the status of a non-resident owner who is not a Partner, shall not be able to vote on Partnership matters, be counted as part of a quorum for General Partnership meetings, be counted as part of the number of Partners with respect to which any minimum voting requirement is required, and shall not be able to rent or sublet the space occupied by the mobile/manufactured home; and
 - (4) Such lender can only transfer the mobile/manufactured home and the Partnership units to a person eligible to become a Partner after all the outstanding fees and rents are paid and the Management Committee approves the transfer in accordance with any Rules and Regulations it may adopt in this regard.

The Management Committee shall adopt such Rules and Regulations pertaining to this subject matter (consistent with the provisions of the Section) as it deems appropriate in the exercise of its discretion. The term "mobile home" shall include a "manufactured home" and shall apply to existing mobile homes or manufactured homes in the Park as well as new mobile homes or manufactured homes. The provisions of this Section A are intended to apply to persons who are Partners, as well as persons seeking

to become a partner in the Park by purchasing a mobile/manufactured home in the Park and the associated units of Partnership interest pertaining thereto, and to lenders (including, but not limited to, persons, partnerships, corporations, or associations) seeking to Obtain a lien against the Partnership interest of the affected Partner.

- B. If any of the following events occur, the right of a Partner to remain a Partner terminates and said Partner shall immediately withdraw from the Partnership and transfer his units of Partnership interest to new Partner, in the event of a sale, or to a person or trustee, who will proceed with the sale of the property. The events are:
 - (1) Sale of the Partner's mobile home in the Park (Unless it is to be moved and immediately replaced with another suitable one).
 - (2) Termination of Partner's tenancy in the Park.
 - (3) Death of a Partner.
 - (4) Divorce or other legal property settlement of a Partner which results in the ownership of the Partnership units by a person who is or becomes a non-resident of the Park.
- C. Where Partnership units are held by a family and where any of the events set forth in B (1), (2), (3) or (4) above occur, but one of the Partners remains a resident in the Park and eligible to hold units as provided in Article 2, and the ownership of such units is or will be vested in such person, there is no termination as provided in B. above.
- D. In the case of the sale of a mobile/manufactured home to a qualified buyer, the purchaser shall also purchase the seller's Partnership units.

21.1 TERMINATION OF PARTNERSHIP INTEREST OF NON-RESIDENTS. If because of the termination of residence in the Park, death, divorce or any other reason, the right to sell Partnership units is held by a non-resident, such non-resident or trustee may hold the units only for the purpose of selling the units along with the sale of the home they are related to.

21.2 THIS ARTICLE HAS BEEN OMITTED.

21.3 MINIMUM AND MAXIMUM PARTNERSHIP UNITS.

- A. No Partner shall own more than 6.3063 partnership units except as referred to in Article 9 above related to purchase of second home with the intent to move there and sell the existing, or by gift or inheritance.

21.4 EQUALIZATION OF INTERESTS OF PARTNERS.

- A. All Partners are equal Partners with all others in Spring Lakes Park.
- B. All Partners have the right to rent the specific space designated by number in the rental agreement with Spring Lakes Park.
- C. All Partnership interest is transferable only with the right to rent such space and ownership of the mobile/manufactured home thereon.
- D. If the number of spaces available for rental in Spring Lakes Park is diminished or increased, the Management Committee, after considering all relevant factors then present, shall compensate any Partner whose space is eliminated for the loss thereof and for their loss of Partnership interest, or, charge the first renter of any new space a similarly determined amount for the value of the new space and Partnership interest of 6.3063 units and adding those units to the total number of units of the Park.

- 21.5 VOLUNTARY DISSOLUTION OF PARTNERSHIP. Upon the agreement of the Partners, by at least a sixty percent (60%) ownership interest thereof, the Partnership may be dissolved, and the assets liquidated forthwith. The Partnership shall engage in no further business thereafter other than that necessary to wind up the business and distribute the assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this section. The Partners shall continue to divide the profits and losses during the winding up period in the same ratio as profits and losses were divided prior to dissolution. The proceeds from the liquidation of Partnership assets shall be divided in the following order:
- A. The expenses of liquidation and the debts of the Partnership, other than debts owing to the Partners, shall be paid.
 - B. Such debts as are owing to the Partners less any offset for capital deficits owed to the Partnership by the Partners.
 - C. Division of any remaining profits according to percentage interest of ownership.
 - D. Payment of capital accounts according to percentage of capital accounts as reflected on the latest Partnership financial statement.
22. AMENDMENT OF PARTNERSHIP ARTICLES. These Articles may be amended or modified in whole or in part, but any amendment or modification shall be voted upon and approved at a Partnership meeting by at least fifty-one percent (51%) of the Partnership interest. Except as provided herein, the provisions of Article 19 relating to notice, voting, absentee ballots, tallying of votes, etc. shall apply to voting on amendments at such Partnership meeting. The notice of meeting shall have therein or be accompanied by the complete text of any proposed amendment showing the Article or paragraph thereof in its amended form. There may be included such other informatory material as the Management Committee, or the proponents of the amendment believe relevant. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions of said amendment or modification and provisions incorporated in earlier documents, the most recent provisions shall be controlling.
23. BANKS, CHECKING, SIGNATURES. The Partnership shall maintain checking and savings accounts at such banks as a majority of the Management Committee shall determine.
- All funds shall be deposited in the Partnership name. The Management Committee shall designate eligible signers on accounts and all withdrawal of funds must have signature approval of at least two of the eligible signers. Designated eligible signers must be current Management Committee members.
24. BOOKS OF ACCOUNT. Books of account shall be kept by the Management Committee and its employees or designees with proper entries made therein for all receipts and disbursements. The said books of account shall be kept at the principal office of the Partnership business and each Partner shall have access at reasonable times to be designated by the Management Committee for the purpose of examining said records.
- A. Before each semi-annual general partnership meeting, appropriate financial statements shall be prepared and made available to each partner on request. These statements shall include a profit and loss statement compared to the previous year, a balance sheet, and any other records which may be required by individual partners for filing their personal income tax returns.
 - B. Separate records will be kept for operating funds and infrastructure funds.
 - C. MONTHLY PAYMENTS. The Management Committee shall establish monthly payments to be made by

partners on the basis of the annual operating expenses of the park, including servicing the infrastructure funds for the preservation of the common areas of the park.

25. LIMITATIONS ON INDIVIDUAL PARTNERS' AUTHORITY. No individual Partner shall engage in any of the following acts without the written consent of all of the other Partners.
- A. Assign, pledge, hypothecate, or mortgage any asset belonging to the Partnership, or execute any bond or lease in the Partnership name.
 - B. Pledge the credit of the Partnership in any way except in the ordinary course of Partnership business.
 - C. Make an assignment of their Partnership interest for the benefit of creditors.
 - D. Release, assign or transfer Partnership assets.
 - E. Borrow any money in the name of the Partnership or lend any money belonging to the Partnership.
 - F. Confess a judgment against the Partnership.

25.5 LIMITATIONS ON A SUBLEASE AND USE BY THIRD PARTIES OF MOBILE HOMES. No Partner(s) shall have the right to sublease his (or their) coach and/or space.

- A. However, a Partner shall have the right to permit temporary occupancy of their home for a period not to exceed three (3) months during the Partner's temporary absence. Such occupancy must be by a person or persons 55 or older and such occupancy must be approved by the Management Committee if the stay is longer than 5 days. All occupants of the Park must comply with all Rules and Regulations of the Park as established by the Management Committee. Should any violation of said Rules and Regulations occur, such occupants may be required by the Management Committee to vacate the premises upon due notice. The Partner/owner of the home in question is not permitted to charge rent to the temporary occupant; only reimbursement for actual use of utilities will be allowed

26. NOTICES. All notices and other communications under this agreement shall be in writing and shall be given and be effective as follows:

<u>Method of Delivery</u>	<u>Effective</u>
1. Personal Service	Upon Service
2. Placing in the park box mobile home	Upon placing in the park box of the
3. Regular mail addressed to the last known address be notified.	The next day of postal delivery after deposit in the post office. of the party to

In lieu of 3 above, the Management Committee in specific cases, may use certified or registered mail, return receipt requested, in which event the date of delivery on the receipt shall be the effective date.

27. BINDING ON HEIRS. All provisions of this Partnership Agreement shall inure to the benefit of and shall be binding upon all of the parties hereto, their heirs, executors, administrators, successors, and assigns.

28. ADDITIONAL AND NEW PARTNERS TO SIGN A RENTAL AGREEMENT. All additional and new Partners admitted

to this Partnership in Spring Lakes Park shall be furnished with a copy of these Articles of Partnership and shall be required to sign a Rental Agreement stating they agree with these Articles, including any future amendments properly approved by a vote of the membership as stated in Article 22.

The Rental Agreements of all Partners are located in their individual files in the Partnership office.

OFFICERS' CERTIFICATION

We, the undersigned, the duly elected and acting Chairperson and Secretary or Treasurer of Spring Lakes Park, A California General Partnership state that the Third Amended and Restated Articles of Partnership were voted on and approved by a vote of more than 60% of the voting power of the Partnership under the authority of Article 22 of the Articles of Partnership on September 27, 2022 and that they have not been amended or modified since that date. This Certified Third Amended and Restated Articles of Partnership is to be recorded in the official records of the County of Santa Cruz, State of California.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 27, 2022, at Spring Lakes Park, 225 Mt Hermon Rd, Scotts Valley, California.



Susan Welte

Chairperson of the Partnership



Alyce Fackler-Meyer

Secretary or Treasurer of the Partnership