Saint Joseph Community Land Trust

MINUTES

DATE: 1.14.2010
TIME: 5:30PM
LOCATION: OUR LADY OF TAHOE

MEETING CALLED BY
Lyn Barnett

TYPE OF MEETING
Board Meeting

FACILITATOR

NOTE TAKER
Cindy Hannah

TIMEKEEPER

ATTENDEES
Lyn Barnett, Francie Alling, Yvonne Cohns, Fr. John Bain, Fr. Tom Donnelly, Bob Heffernan

Agenda topics

AGENDA & MINUTES

DISCUSSION

CONCLUSIONS

ACTION ITEMS

AGENDA & MINUTES

DISCUSSION

CONCLUSIONS

ACTION ITEMS

EXECUTIVE DIRECTOR REPORT

Kings Beach Affordable Housing Project – DOMUS Developer going thru TRPA

Washoe County Work Force Housing Needs Assessments published and community presentations have been scheduled in Incline Village, City of SLT Planning Commission & TRPA approved ASPENS Project

CONCLUSIONS

Information Only

ACTION ITEMS

PERSON RESPONSIBLE

DEADLINE
**DISCUSSION** Lyn Barnett & Patrick Conway will be meeting with local Catholic Churches and Bishops on Sacramento & Reno to update on St. Joseph CLT projects and gain support

Francie Alling will update the membership e-mail list

Yvonne Cohns presented the Financial Report

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**CONCLUSIONS**

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**ACTION ITEMS**

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<th>PERSON RESPONSIBLE</th>
<th>DEADLINE</th>
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**TALLAC HOUSE**

**DISCUSSION** Appraisal for Tallac House was in $305,000, City of SLT still working on Homebuyers loan. Before bringing it to City Council Meeting on 1.26.10

**CONCLUSIONS** Board & Executive Director should attend 1.26.10 meeting

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**ACTION ITEMS**

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<th>PERSON RESPONSIBLE</th>
<th>DEADLINE</th>
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Approve Executive Director speaking at 1.26.10 City Council Mtg

FR Bain/Yvonne Cohns made motion - Approved

**SIERRA GARDEN APPTS**

**DISCUSSION** Liaison spoke about annual City Inspection of property findings include fire safety i.e. fire alarms batteries required replacing, outside lights out

Executive Director spoke about Community Rm and Land Trust Office being located in Mgrs. Apt

**CONCLUSIONS** Executive Director given direction to research possibility of community room on site.

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**ACTION ITEMS**

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**FUNDRAISING**

Discussion and lists of activities - set up a sub committee

**NEXT MEETING**

Tentative schedule for 2.2.10 based on Sale of Tallac House progress

**ADJOURNMENT**

7:00pm
**Saint Joseph Community Land Trust**

**MINUTES**

**DATE:** 2.12.10  
**TIME:** 6:00PM  
**LOCATION:** CENTURY 21 AL TAHOE OFFICE

<table>
<thead>
<tr>
<th>MEETING CALLED BY</th>
<th>Lyn Barnett</th>
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<tbody>
<tr>
<td>TYPE OF MEETING</td>
<td>Emergency</td>
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<tr>
<td>FACILITATOR</td>
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<td>NOTE TAKER</td>
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<td>TIMEKEEPER</td>
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<tr>
<td>ATTENDEES</td>
<td>Lyn Barnett, Yvonne Cohns, Jill Teakell, on phone: Francie Alling, Mike Riley, Fr. John Bain</td>
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</table>

**Agenda topics**

**SALE OF TALLAC**

**DISCUSSION**

Lyn Barnett, Cindy Hannah, & Realtor Jill Teakell met with City of SLT Redevelopment / Hosing Agency to discuss the obstacles, challenges and timeframe of completing the Tallac Homebuyers loan application for the moderate income homebuyer program. The City was not able to meet the timeframe of a February 2010 deadline.

Mission Hills Mortgage notified SJCLT that they were no able to service Land Trust loans past March 1, 2010.

**CONCLUSIONS**

Time was of the essence, the Homebuyers have been approved for loan with Mission Hills, the City was being asked as a gap loan.

Since the City was unable to commit to the deadline and the City has been working on this loan application for the last five months, The Land Trust is being asked to be the silent second loan.

Executive Director directed by Resolution to complete the loan process by 2.26.10

**ACTION ITEMS**

<table>
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<tr>
<th>PERSON RESPONSIBLE</th>
<th>DEADLINE</th>
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<tr>
<td>SJCLT will be the 2nd Loan for the Homebuyers: Lyn / Francie made motion – Approved with all AYES</td>
<td>Executive Director 2.26.10</td>
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</tbody>
</table>

Resolution to approve 2nd loan by SJCLT – All AYES

**[AGENDA TOPIC]**

**DISCUSSION**

**CONCLUSIONS**

**ACTION ITEMS**
E. **Principal Office of the Corporation.** The principal office for the transaction of the activities and affairs of this corporation is located at 1041 Lyons Avenue, South Lake Tahoe, California 96150, in El Dorado County, California. The Board of Directors may change the location of the principal office and amend this section for that purpose.

**ARTICLE II: MEMBERSHIP**

A. **Regular Membership.** Subsequent to the First Annual Meeting, the Regular Members of the Corporation, with full voting rights (except as limited below for Supporting Members), shall be:

1. *The Lessee Members,* who shall be all persons who lease land or housing from the Corporation or who lease or own housing that is located on land leased by another entity from the Corporation. In the case of co-lessees each individual named on a lease as a co-lessee shall have a vote.

2. *The General Members,* shall be all persons, eighteen years of age or older, who have complied with the following requirements.

   a. Qualification as an Initial Member, as defined in the California or Nevada Articles of Incorporation or as provided in Article XI of these Bylaws; or all or the following

   b. Submission of a complete membership application including a signed statement of support for the purpose of the Corporation as defined in these Bylaws and as described in the Corporate Mission Statement, on a form to be determined by the Board of Directors; and

   c. A minimum of ten continuous months of primary residency in the Service Area preceding submission of a complete membership application, except for clergy of the Roman Catholic Church who may have a shorter primary residency requirement; and

   d. Full payment of dues as established by the Membership for the current fiscal year.

3. *The Supporting Members,* shall be all persons (eighteen years of age or older), businesses, or organizations who have paid the annual dues established for the current fiscal year but who do not wish to become a General Member or have not met all of the requirements of General Membership. Supporting Members shall submit a complete membership application including a signed statement of support for the purpose of the Corporation as defined in these Bylaws and as described in the Corporate Mission Statement, on a form to be determined by the Board of Directors. Supporting Members shall have all of the rights of General Members except the right to nominate and participate in the election of the Board of Directors and the right to vote on matters put before the Regular
Membership. Supporting Board Members shall have full rights granted to Lessee and General Board Members.

B. Requirements for Continuing Regular Membership. To maintain Regular Membership beyond a person’s first year of Regular Membership a person must be either a Lessee Member, or shall satisfy the following requirements.

1. Have paid dues for the current fiscal year; and

2. Attendance at one or more meetings of the Membership or Board of Directors during a fiscal year. One of the following alternatives may substitute for meeting attendance, but for no more than one consecutive calendar year.

   a. Submittal of a letter to the President of the Corporation demonstrating good cause for missing meetings of either the Membership or Board of Directors during the fiscal year, and including a statement of continuing interest in Regular Membership, or

   b. Submittal of a letter or an oral statement to the Board of Directors prior to a one-year planned absence that will prevent attendance of a meeting of the Membership or Board of Directors.

C. Membership Dues.

1. Annual membership dues shall be assessed for each fiscal year by an affirmative vote of a majority of the Regular Members voting at the Annual Meeting proceeding that year. If no such action is taken to assess dues for a given year the dues for that year shall be as established for the previous year. Membership dues shall not be less than $25.00 per year. Lessee lease fees shall substitute for an annual due.

   a.) Membership Levels
   $25 for regular individual member
   $100 for small business/non-profit organizations
   $1,000 Good Neighbor
   $2,500 Friend of Affordable Housing
   $5,000 President’s Club

2. Annual dues may be paid in cash or through a contribution of labor to the organization. The Board of Directors shall determine the hourly rate at which labor will be credited as dues, and shall have the power to designate the types of labor that may be credited.

3. Late dues shall not be pro-rated by the date they are paid.
General Members = Green Ballots

St. Joseph Community Land Trust

Initial Founding Members

Mr. Lyn Barnett
Mr. Patrick Conway
Rev. Patrick O'Connor
Rev. Stanley Poltorak
Mr. Jim Baetge
Rev. John Bain
Mr. Bucky Fong
Rev. Msgr. Murrough Wallace
Ms. Margaret Weitkamp
Ms. Cathy Kope
Mrs. Francie Alling
Mr. Bob Heffernan
Mr. Mike Riley
Mr. Wayne Waite
Ms. Eileen Piekarz
Ms. Janet McDougall
Mr. Phil Brand
Mr. Dennis Crabb
Miss Annie Conway
Mrs. Julie Conway
Mrs. Lynn Marie Barnett
Mr. Paul D. Nielsen
Rev. Richard L. DeMolen
Ms. Julie Frame
Mr. Ray Ward
Mr. Paul Camacho
Mr. Aaron Barnett
Mr. Art Barnett
Ms. Kay Fong

Approved by: _______________________________________
Arthur Lyn Barnett, President
St. Joseph Community Land Trust

Date: _______________________________________

12/6/02, revision dates: 12/20/02, 1/31/03
Election of Board Officers (Article III.D, Bylaws)

1. The officers of the Corporation (and Chaplain) shall be elected by a majority vote of the Board of Directors.

Nominees and Votes:

President: ________________________________
Vice President: ____________________________
Treasurer: _________________________________
Secretary: _________________________________
Chaplain: _________________________________
Connect with your Community Land Trust!

Thursday June 3, 2010
6:00pm

Attend Annual Board and Membership Meeting

- Enjoy light hors d'oeuvres
- Celebrate the Sale of The Tallac House
- Learn about the latest Sierra Garden News
- Help brainstorm on our future financial challenges

See you there!

6:00 PM, Thursday June 3, 2010, in Globin Hall
Saint Theresa Catholic Church
1041 Lyons Avenue
South Lake Tahoe, California
4.6 LESSEE’S RIGHT TO PEACEFUL ENJOYMENT: Lessee has the right to undisturbed enjoyment of the Leased Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Lessee, subject to the provisions of this Lease.

ARTICLE 5: Ground Lease Fee

5.1 GROUND LEASE FEE: In consideration of the possession, continued use, and occupancy of the Leased Premises, Lessee shall pay to Lessor a monthly ground lease fee (“the Ground Lease Fee”) of fifty dollars ($50.00).

5.2 PAYMENT OF GROUND LEASE FEE: The Ground Lease Fee shall be payable to Lessor, at the address specified in this Lease as Lessor’s address, on the first day of each month for as long as this Lease remains in effect, unless, with Lessor’s consent, the Ground Lease Fee is to be escrowed by a Permitted Mortgagee, in which case payment shall be made as specified by that Mortgagee. If the Lease commences on a day other than the first of the month, a pro-rata portion of the Ground Lease Fee shall be paid for the balance of the month at the time the Lease is executed.

In the event that any amount of payable Ground Lease Fee remains unpaid when the Improvements are sold and the Lease is terminated or assigned to another party, the amount of payable Ground Lease Fee shall be paid to Lessor out of any proceeds from the sale of the Improvements otherwise due to Lessee at the time of such sale.

5.3 REDUCTION, DELAY OR WAIVER OF GROUND LEASE FEE: Lessor may reduce, delay or waive entirely the Ground Lease Fee at any time and from time to time for the purpose of ensuring affordable monthly housing costs for the Lessee. Any such reduction, delay, or waiver must be in writing and signed by Lessor before being effective. Lessee has the right to submit a written request and proposal to Lessor to reduce, delay or waive the Ground Lease Fee, provided the request is made no sooner than thirty (30) days prior to the date the Ground Lease is due and the request includes a proposed waiver period. In the case of a delay, the proposal shall include a repayment schedule for back payments.

5.4 ADJUSTMENT OF GROUND LEASE FEE: The Ground Lease Fee stated in Section 5.1 above, as adjusted in the way provided below, shall be applicable during the term of this Lease. However, in the event that, for any reason, the provisions of Article 10 or Article 11 regarding transfers of the Improvements or Section 4.4 regarding occupancy are suspended or invalidated for any period of time, then during that time, the Ground Lease Fee shall be increased to an amount calculated by Lessor to equal the fair rental value of the Leased Premises for use not restricted by the provisions of the suspended portions of the Lease, but initially an amount not to exceed $5,000. In such event, Lessor shall notify Lessee of the amount calculated in this way, and the Ground Lease Fee shall then be this amount.

In order to keep the Ground Lease Fee reasonably current, the amount specified in Section 5.1 (and the maximum amount specified in the preceding paragraph) shall be recalculated every five years during the term of the lease with adjustments taking
place in each year ending in 0 or 5. At such intervals, the amount shall be recalculated through such reasonable process as the Lessor shall choose, based upon changes in the Lessor’s management and administration costs. Lessor shall notify Lessee promptly upon recalculation of the new Ground Lease Fee amount.

ARTICLE 6: Taxes and Assessments

6.1 TAXES AND ASSESSMENTS: Lessee shall be responsible for payment of all taxes (including real property taxes levied against the Leasehold Property and the Improvements), governmental assessments, homeowner’s association assessments and other charges that relate to the Leasehold Property and the Improvements. To the extent any such taxes, assessments and charges are not (i) collected as part of the Ground Lease Fee or (ii) collected, impounded and paid by a Permitted Mortgagee, Lessee will pay promptly when due such taxes, assessments and charges directly to the taxing or assessing authority. Lessee shall also pay directly, when due, all service bills, utility fees and other amounts charged as a result of Lessee’s ownership of the Improvements and occupancy of the Leasehold Property.

6.2 TAXES ON LEASED PREMISES: In the event that the local taxing authority bills Lessor for the taxes on the Leased Premises, Lessor shall pass the responsibility for this expense to Lessee and Lessee shall promptly pay this bill.

6.3 LESSEE’S RIGHT TO CONTEST: Lessee shall have the right to contest the amount or validity of any taxes relating to the Improvements and Leased Premises. Lessor shall, upon written request by Lessee, join in any such proceedings if Lessee reasonably determines that it is necessary or convenient for Lessor to do so. All other costs and expenses of such proceedings shall be paid by Lessee.

6.4 PAYMENTS IN EVENT OF DELINQUENCY: In the event that Lessee fails to pay the taxes or other charges specified in Section 6.1 above, Lessor may increase, but shall not be obligated to increase, Lessee’s Ground Lease Fee in an amount that will offset the cost of any delinquent and current taxes or other charges relating to the Improvements and Leased Premises. Upon collecting any such amount, Lessor shall pay the amount collected to the taxing authority in a timely manner.

6.5 PROOF OF COMPLIANCE: Concurrently with the payment of any taxes, assessments, and charges required or permitted by the provisions of this Lease, each party shall furnish evidence satisfactory to the other documenting the payment. A photocopy of a receipt for such charges showing payment prior to the due date shall be the usual method of furnishing such evidence.

ARTICLE 7: Improvements

7.1 OWNERSHIP: It is agreed that all buildings, structures, fixtures, utilities, landscaping (including all native and planted vegetation and trees), and other improvements purchased by the Lessee or constructed or placed by the Lessee on any part of the Leased Premises at any time during the term of this Lease (“the
Saint Joseph Community Land Trust Bylaws Regarding Proxy Voting
Article II Section E. (10.)

10. Proxy Voting. The following rules shall govern proxy voting by members of the corporation.

Members' proxy rights – Each member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy, signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the member's name is placed on the proxy by the member or the member's attorney-in-fact, whether by manual signature, typewriting, facsimile transmission, or otherwise.

Solicited proxies – If the corporation has 100 or more members, any form of proxy distributed to 10 or more members shall give the member an opportunity to specify a choice between approval and disapproval of each matter or group of related matters and, subject to reasonable specified conditions, shall provide that, when the person solicited specifies a choice in any such matter, the vote shall be cast according to that specification. In an election of directors, any form of proxy that a member marks "withhold," or otherwise marks in a manner indicating that authority to vote for the election of directors is withheld, shall not be voted either for or against the election of a director.

Subject matter of proxy to be stated – Any proxy covering matters for which a vote of the members is required shall not be valid unless the proxy sets forth the general nature of the matter to be voted on or, in an election of directors, the proxy lists the persons who have been nominated at the time the notice of the vote is given to the members. Such matters include amendments of the articles of incorporation or bylaws changing proxy rights; certain other amendments of the articles of incorporation; removal of directors without cause; filling vacancies on the board of directors; the sale, lease, exchange, conveyance, transfer, or other disposition of all or substantially all corporate assets, unless the transaction is in the usual and regular course of the corporation's activities; the principal terms of a merger or the amendment of a merger agreement; or the election to dissolve the corporation.

Revocability of proxies – No proxy shall be valid after the expiration of 11 months from the date of the proxy, unless provided otherwise in the proxy, except that the maximum term of a proxy shall be three years after the date of execution. A validly executed proxy shall continue in full force and effect until either:

(a) it is revoked by the member executing it, before the vote is cast under that proxy (i) by a writing delivered to the corporation stating that the proxy is revoked, or (ii) by a subsequent proxy executed by that member and presented to the meeting, or (iii) as to any meeting, by that member's personal attendance and voting at the meeting; or

(b) written notice of the death or incapacity of the maker of the proxy is received by the corporation before the vote under that proxy is counted. A proxy may not be irrevocable.
Saint Joseph Community Land Trust Annual Membership Meeting June 3, 2010

PROXY VOTE

I, ___________________________ [name], a voting member of the Saint Joseph Community Land Trust Board of Directors, a non-profit corporation, revoke any previous proxies and appoint: ______________________ (name) as my proxy to attend the Meeting of the Board of Directors and Membership on Thursday, June 3, 2010, and to vote, execute consents, and otherwise represent my membership in the same manner and with the same effects as if I were personally present.

This proxy is irrevocable until the adjournment of the Meeting of the Board of Directors and Membership, or if revoked by me in person at the meeting.

Signed: ___________________________ Date: __________
[Member]

If you are unable to attend this meeting you may use this proxy form. Please submit to Saint Joseph Community Land Trust Office 1041 Lyons Ave. South Lake Tahoe, CA 96150 by 5:00pm June 3, 2010.

Please designate your vote for each candidate by an X or write in name:

Election of Directors to the Board (Article III.D, Bylaws):
1. Nevada Lessee Member Representative – ___Fr. John Bain, Incumbent or Write in Candidate: ______________________
2. Nevada General Member Representative – ___Frances P. Alling, Incumbent or Write In Candidate: ______________________
3. Nevada Supporting Member Representative – ___Mike Riley, Incumbent or Write In Candidate: ______________________

Approve or disapprove (please circle one): Continuation of Current Membership Dues into Fiscal Year 2010-2011 (The Board proposed no changes at their last meeting)

Approve or disapprove (please circle one) Establishing a Monthly Ground Lease Fee Schedule (Exhibit A)

Thank – You for taking the time to Vote!