

Recording Requested By:

RICHARD L. FARRINGTON
PRESIDENT, FORTRESS WAY ROAD ASSN.

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FORTRESS WAY ROAD ASSOCIATION
PO BOX 172
PIONEER, CA 95666



Amador County Recorder

Kimberly L. Grady

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REQD BY RICHARD L. FARRINGTON

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Document Title(s)

THIRD AMENDMENT TO FORTRESS WAY ROAD MAINTENANCE AGREEMENT
FORTRESS WAY ROAD MAINTENANCE AND IMPROVEMENT ASSOCIATION

Fortress Way Association
PO Box 172
Pioneer, CA 95666

THIRD AMENDMENT TO FORTRESS WAY
ROAD MAINTENANCE AGREEMENT

FORTRESS WAY ROAD MAINTENANCE
AND IMPROVEMENT ASSOCIATION
OCTOBER 11, 2014

1. This document amends the agreement made and entered into the sixth day of April 1990 (Book 0601, Page 616), the first amendment thereto filed May 14, 1996 (#1996-004347), and the second amendment recorded on March 7, 2008 (2008-0001847-00), among those owners of lots and parcels of land as described below.
2. The parties hereto desire to establish the Fortress Way Road Maintenance and Improvement Association and a Road Maintenance Agreement to provide for the maintenance and improvement of Fortress Way, Fortress Court, and that portion of Lode Star Way from the end of the County-maintained road to Fortress Way in Pioneer, Amador County.
3. Each property owner who has land or easement to land bordering on the above-listed roads or uses said roads to access their lot(s) shall be a Member of the Association and have one vote per buildable lot. Should an owner subdivide his property, he shall be entitled to one vote only until such lot(s) created by subdivision are sold, leased, or rented.
4. Members with voting privilege as defined in paragraph 3 shall be afforded an opportunity to vote on the issues identified in paragraphs 8g., 8l., & 15 by ballots distributed to all Members by the Secretary. Decisions shall be based upon a majority vote by ballots or emails received by the Secretary at the end of a three week period after issuing ballots.
5. Each Member shall pay the annual fees agreed upon by the Association. Fees shall be assessed equally per lot. Lots created by subdivision shall not be subject to annual fees until sold, leased or rented. Annual fees shall be billed in January, and are due and payable on March 1. A \$50 late fee will be assessed for each payment not received by the end of March. Changes in the annual fee per lot shall be decided by the Board of Directors and noticed to all Members together with the Treasurer's Report and Projected Budget in advance of the annual meeting. Questions, objections, or further changes can be discussed, considered, and recorded at the annual meeting.
6. Payment of the annual fee shall be made to the Association Treasurer to be held and spent for the purposes specified by the Association. The Association Board of Directors is authorized and empowered to take all necessary and proper steps to enforce the collection of fees and penalties, including filing of liens, and, if legal action becomes

necessary, may recover interest, costs and reasonable attorney's fees incurred in such action. Every purchaser of a lot as defined in paragraph 3 shall, by acceptance of a deed thereto or by signing a contract for the purchase of a lot, be responsible for the payment of said fees, including any past due fees and/or penalties and interest.

7. The Association shall hold an annual membership meeting in May of each year, at a place and time designated by the Board. Special meetings may be called at any time upon written request of one-fourth ($\frac{1}{4}$) of the membership. All Members are to be notified by letter or email of the time and place of the meeting not less than two-weeks prior to the meeting. A Member who cannot attend a meeting may authorize another person to act for him by written proxy. At the annual membership meeting, a budget for the new year shall be presented to Members for questions and comment. Following comments, the budget shall be adopted by the Board of Directors.

8. The business and affairs of the Association shall be managed by a Board of Directors of five (5) Members of the Association that reside on Fortress Way or Court as follows:

a. The Board of Directors shall elect a President, Vice President, a Secretary, and a Treasurer.

b. The President shall preside at all meetings of the Board of Directors, and supervise the affairs of the Association and the Board.

c. The Secretary shall keep the minutes of all meetings, record all votes, notify Members of meetings, and keep current records of the Association, its membership, etc.

d. The Treasurer shall receive and deposit in bank accounts the monies of the Association and disburse such funds as directed by the Board, keep proper records, and prepare the annual budget to be presented to the Members at its annual meeting.

e. All checks shall have two signatures of the Treasurer and either the President, Vice President, or Secretary.

f. The Board shall establish its own rules and regulations for proceeding with road maintenance, including snow removal, heavy drainage maintenance, cleaning or replacement of road culverts, chip seals, crack sealing, dig-outs, patching, edge of pavement repairs, etc., excluding capital improvements.

g. Capital improvements are defined as changes, additions, or modifications of roads, including asphaltic concrete overlays, addition of roads to this agreement, etc. Capital improvements shall be voted upon by Association Members as defined in paragraph 4.

h. The Board shall meet as it deems necessary, and questions shall be decided by majority vote. The President shall decide tie votes.

i. The Board shall prepare an annual budget to present to the annual Association meeting for review and comment by Members.

j. Board members shall not receive any compensation for their services, except for reimbursement for actual out-of-pocket expenses incurred in the performance of their duties.

k. The Board may appoint a Member to fill a vacancy(s) on the Board until the next annual membership meeting. Nominations for Board vacancies will be on the agenda of a membership meeting. If no other candidates are nominated by or at the meeting, the Board shall confirm the appointed Member(s).

l. Election, or removal of directors, shall be by vote as defined in paragraph 4, if there is more than one candidate per vacancy.

9. The books and records of the Association shall at all times be subject to the inspection of any Member. Copies of any records shall be available to any Member at a reasonable cost.

10. The financial records of the Association shall be audited each year by a non-Board Audit Committee Chairman and up to one or two Members appointed by the Board of Directors. The results shall be recorded in a brief written report, and shall be announced at each annual meeting.

11. The Association's fiscal year is from January 1 to December 31.

12. The Association will provide a one million (1,000,000.00) dollar liability insurance policy.

13. Rules for Road Maintenance are as follows:

a. **BRUSH**

Each property owner will keep plants, including landscaping, weeds, brush, and tree seedlings from encroaching along the edge of the pavement. Plants can spread and begin to break up the edges of the pavement and block drainage ditches if left unchecked. Brushing for safety can be done at option of the Board.

b. **CULVERTS**

New or replacement culverts required for drainage across driveways shall be a minimum of 12-inches in diameter. It is the responsibility of property owners to provide "light maintenance" to keep culverts clear of obstructions, including leaves, pine needles, and vegetation. The Association is responsible for "heavy maintenance," such as unplugging culverts beneath driveways and roadways. All culverts that cross under the main road are the responsibility of the Association. Any culvert that plugs up, causing overflow and washout onto the road must be repaired immediately. Notify a board member if you notice a problem. Members are urged to clearly mark each end of

driveway culverts to reduce the possibility of trucks or automobiles driving over and crushing them.

c. **DITCHES**

Ditches are vital to the maintenance of the roadway and must be kept free-flowing and clear of any debris by property owners ("light maintenance"), including landscaping, weeds, brush, tree seedlings, or junk at all times. The Association is responsible for "heavy maintenance," including removal of soil accumulations to maintain ditches at the proper hydraulic grade and dimension in a free-flowing condition for full water carrying capacity. Notify a board member of any problem areas.

d. **DRIVEWAYS**

All new driveways should be properly drained and graveled or paved. Improperly constructed driveways can cause ditches to fill and plugging of culverts downstream, eventually resulting in erosion of the pavement. Maintenance of a driveway that does not impair the roadway is the responsibility of each Member.

e. **ROAD USE**

Wear and tear on the roadway is accelerated by heavy trucks and equipment used during construction projects, etc. Please help minimize this by communicating concern about potential road damage to those you hire. Property owners are responsible for any damage done to the roadway by themselves or those in their hire.

f. **SPEED SIGNS**

Signs with a stated speed limit of 15 MPH have been posted. Please respect the road signs. Fast driving not only endangers people, pets, and wildlife, but creates dust and adds unnecessary wear and tear to the roadway, which our dollars must then repair.

g. **PARKING**

Permanent off-pavement parking is required for ALL vehicles. Please ask visitors to park on the correct side of the roadway and pull off the pavement. This is particularly important after dark. It is vital that two-way traffic be allowed with both lanes passable at all times for emergency vehicles and passenger cars. Parked cars must not hinder the two-way flow of traffic. Vehicles parked even partially on the pavement are hazardous and could be catastrophic in case of emergency -- fire for instance.

h. **SNOW REMOVAL**

When deemed necessary, snow removal will be called for by an Association Board member. Improper plowing -- even if "free" -- can cause costly road damage. Therefore, Members should not take on this liability. The Association will endeavor to remove snow as it reaches a depth of approximately 6 inches on the roadway. For protection of the road surface, a thin layer of snow 1 to 2 inches thick will be intentionally left on the road bed. On occasion, you may still need to use your chains for maximum traction, although hopefully that will not be the case. Avoid using chains unnecessarily, as they can damage the road surface. Also, remember, the snow plow may leave a berm at the end

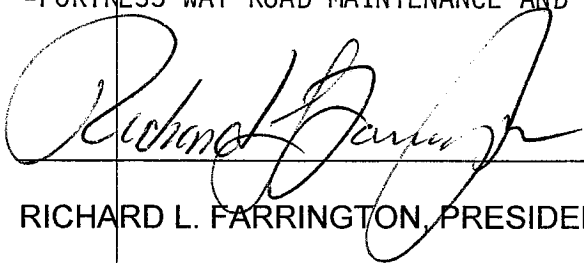
of your driveway, which is a Member's responsibility, as well as is your individual driveway.

14. **MEMBER LIABILITY.**

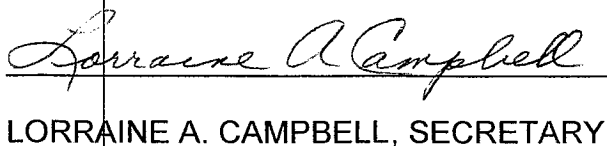
Each Member of the Association is responsible for obeying these rules and shall be held accountable and liable to the Association for any breach thereof, and agrees to reimburse the Association for any and all out-of-pocket costs incurred by the Association due to that breach. No person who is now, or later becomes a Member of this Association shall be personally liable to its creditors for any indebtedness or liability, and all creditors of the Association shall look only to the assets of the Association for payment.

15. Amendments shall become effective upon adoption by a vote according to the procedure in paragraph 4.

We attest that this Third Amendment of the Fortress Way Road Maintenance and Improvement Association Agreement, October 11, 2014, was voted on and approved by a majority of the members of the of this Association as required in paragraphs 4 and 15 of this Agreement. A Record of the vote is on file with the Secretary of this Association.
-FORTRESS WAY ROAD MAINTENANCE AND IMPROVEMENT ASSOCIATION-


RICHARD L. FARRINGTON, PRESIDENT

4/23/2015
DATE


LORRAINE A. CAMPBELL, SECRETARY

4-23-2015
DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Amador)

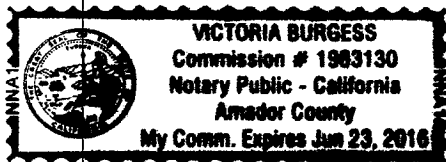
On 4-23-15 before me, Victoria Burgess (Notary)
Date Here Insert Name and Title of the Officer

personally appeared Richard L. Farrington and Lorraine A. Campbell
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Victoria Burgess
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Third Amendment to Fortress way Document Date: 4-23-15
Number of Pages: 5 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard L. Farrington

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

Signer Is Representing: _____

Signer's Name: Lorraine A. Campbell

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

Signer Is Representing: _____