



Amador County Recorder
Kimberly L. Grady
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RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Woodland Road Association
P.O. Box 1517
Pioneer, CA 95666

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs)**

Revised August 14, 2021¹

THIS AMENDMENT is made with reference to the following facts:

- A. On July 24, 1959, Amador Pines, Inc. recorded in Book 84, Page 443 et seq., Official Records of Amador County, California, a Declaration of Restrictions, Conditions, Covenants and Agreement affecting the land located in Amador County described in Exhibit 1, (hereinafter referred to as "the Original Declaration"); and as amended October 7, 1993 as Doc #1993-010503 and as amended July 22, 2006 and filed March 23, 2007 as DOC-2007-0003316-00.
- B. Amador Pines, Inc. thereafter subdivided the land into a large number of lots known generally as "Amador Pines"; and
- C. The Original Declaration provides in Clause 1 that it may be amended by the vote of a majority of the owners of lots in which the land was subdivided; and
- D. After recording the Original Declaration and while subdividing the lots in phases, Amador Pines, Inc. and its successors recorded a series of "Supplemental Declarations" that imposed additional restrictions on some of the lots; created a property owners' association comprised of the owners of those lots; and authorized the association to maintain designated roads serving those lots and to assess the Lot owners for the expenses of road maintenance; and
- E. Due to the manner in which the Supplemental Declarations were recorded there are some lots within Amador Pines that are subject to the Original Declaration but have no organization or means of acting in concert to repair and finance the costs of repairing the roads serving those lots; and

¹ These Amended CC&Rs supersede any and all previous versions and were advised by Legal Counsel to conform to CA Civil Code and the Davis Stirling Act (2021). Members of the Association were provided with these changes in advance and those changes requiring Membership approval were voted on and approved by a majority of the quorum in attendance at the Annual Meeting on August 14, 2021.

F. By this Amendment the group of sixty (60 Lots) identified in the attached Exhibit 2 shall be joined in an association named the "**WOODLAND ROAD ASSOCIATION**" which shall organize itself and function as a road maintenance association with the responsibility of maintaining the roads identified in Exhibit 3 at the expense of sixty (60) lots with road access; and

G. The Amendment is being submitted to a vote of the owners of all lots that are subject to the Original Declaration because that is the only means by which the Original Declaration can be amended. However, nothing contained in this Amendment shall affect the existing legal rights and obligations of the owners of any lots except the sixty (60) lots identified in Exhibit 2; and

H. When this Amendment has been approved by a majority of the owners of lots subject to the original Declaration, an organizational meeting of the members of the Woodland Road Association shall be held to adopt Bylaws and elect directors and officers.

THEREFORE, THE ORIGINAL DECLARATION AND SUBSEQUENT MARCH 23, 2007 DECLARATIONS SHALL BE AMENDED AS FOLLOWS:

ARTICLE I

DEFINITIONS

The following words shall have the following meanings when used in this Amendment:

Section

1. "**Association**" shall mean the **Woodland Road Association**, which may be either an unincorporated association or a non-profit, mutual benefit corporation, as determined by the membership.
2. "**Lot**" shall mean any of the sixty (60) lots identified in Exhibit 2 and any lots that may subsequently be annexed pursuant to Article 4, Section 1. The word "Lot" shall be synonymous with the word "Parcel".
3. "**Maintenance**" shall mean not only preserving the physical condition of the Roads, but may also include the repair, improvement and upgrading of the quality of the Roads, snow removal, the installation of traffic control signs or other devices to insure the safe and convenient use of the Roads, ditching and installing culverts for proper Road drainage at the major intersections, purchasing insurance and professional services, clerical and administration costs, and all other reasonable measures related to the Roads and the efficient conduct of the Association's affairs.
4. "**Member**" shall mean every person or entity that holds membership in the Association by virtue of being an **Owner of Record** of a Lot, as recorded with the Amador County Clerk/Recorder's Office.
5. "**Owner**" shall mean the **Owner of Record**, whether one or more persons or entities, of a fee simple title to any Lot, and a purchaser under an installment land contract, but excluding those persons and

entities having an interest merely as security for the performance of an obligation unless and until those persons or entities have acquired title either through foreclosure or a process in lieu of foreclosure.

6. "Road Systems" or "Roads" shall mean those Roads or segments of Roads described in Exhibit 3 and shall include the easements upon which the Roads exist as shown on the Subdivision Map(s) filed with the Office of the Amador County Clerk/Recorder.

ARTICLE 2

PROPERTY RIGHTS: ASSOCIATION MEMBERSHIP AND MANAGEMENT

Section

1. **Easements.** The Owner of each Lot shall have a non-exclusive easement over and across the Roads.
2. **Road Maintenance.** The Association shall have the exclusive right to maintain the Roads, and shall have the right to enter upon any Lot to carry out its maintenance responsibilities. The easement for these purposes is 25 feet each way from the center of the Roads (as shown on Survey Map Book 5 pages 92-93 dated September 26, 1960.)
3. **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from ownership of a Lot. Each Lot shall be entitled to one vote in the Association, and when more than one person holds an interest in a Lot, they shall all be Members but they shall exercise a single vote for their Lot as they determine between themselves. If they are unable to agree how their vote will be cast, their vote will not be counted.
 - (a) **Quorum and Voting.** A Quorum shall consist of the presence in person or by proxy of Members holding at least 33% of the voting power at a duly called meeting of Members. Except as provided in Article 4, Section 5 for amendments, any action requiring approval by the Members must receive an affirmative vote of a majority of Members present personally or represented by proxy at a meeting where a quorum is present (i.e., a majority of a quorum, as opposed to an absolute majority of all Members).
4. **Management.** The activities and affairs of the Association, its management and legal powers shall be exercised by a Board of Directors consisting of five (5) persons who shall be elected by the Membership at an annual meeting of Members to be held between May and September of each year. Directors shall hold office for a term of three (3) years, provided, however, that immediately following the election of the first Board of Directors the persons elected shall by drawing lots establish their initial terms of office as respectively one year for one director, two years for two directors, and three years for the remaining two directors so that they will thereafter serve staggered terms.

Note: The election cycle is more clearly explained as follows:

Directors shall hold office for a term of three (3) years, with elections following this cycle:

Director 1 & 2:	beginning 2021 and every three years thereafter (2024, 2027, etc.);
Director 3 & 4	beginning 2022 and every three years thereafter (2025, 2028, etc.);
Director 5	beginning 2023 and every three years thereafter (2026, 2029, etc.).

5. **Bylaws.** To further carry out the purposes of the Association, the Membership may adopt Bylaws that are not inconsistent with the terms of this Amendment.

6. **Contracts.** The Board of Directors shall not enter into any contract for an amount exceeding \$25,000 until approved by a majority vote of a quorum of Members.

ARTICLE 3

COVENANTS FOR ASSESSMENTS

Section

1. **Owner's Obligation for Assessments.** Each Lot shall be subject to and each Owner of a Lot is deemed to covenant to pay to the Association (i) annual assessments of charges, (ii) special assessments for major Road improvements, emergencies and lawful special assessments, and (iii) special individual assessments for any extraordinary damage that an Owner inflicts on the Roads. The assessments will be established and collected as hereinafter provided. CA Civil Code Sec 5600-5625.

2. **Purpose of Assessments.** The assessments levied by the Board of Directors shall be used for maintenance of the Roads and related operating costs.

3. **Maximum Annual Assessment Rate.**

(a) The annual assessment that shall be in effect on July 1, 2022 shall be \$300.00 as voted on and approved by the Membership at the Annual Meeting on August 14, 2021.

(b) Thereafter, the Board of Directors may increase the regular annual assessment by an amount not exceeding 20% of the regular assessment for the preceding year. CA Civil Code Sec. 5605(b).

4. **Special Assessments for Major Road Improvements, Emergencies and Lawful Special Assessments.** In addition to the regular annual assessment, the Board of Directors may levy in any assessment year a special assessment, as allowed by the Davis Stirling Act, applicable to that year only for the purpose of defraying in whole or in part, the cost of any major construction, reconstruction, repair or access to the Roads. CA Civil Code Sec. 5605(b) and 5610.

(a) Special Assessments are delinquent 15 days after they become due and are subject to a \$100 late fee. CA Civil Code Sec. 5650.

5. Special Individual Assessments. The Board of Directors may levy special individual assessments against any Lot whose Owner or Owner's guests or invitees inflict damage on the Roads by extraordinary uses or activities not attributable to fair wear and tear.

6. Due Dates and Late Charges and Interest. The annual assessment shall become due on July 1st of each year and delinquent if not received by July 15th. A \$100.00 late fee will be charged for all payments received after July 15th.

7. Enforcement of Assessment, Liens.

(a) **Association's Powers to Sue and Establish Liens.** Any assessment and any late charge, interest, attorney's fees, and other costs incurred to collect a delinquent assessment, shall be the personal obligation and debt of the Owner of Record of the Lot at the time the assessment is levied. The Board of Directors may commence and maintain a lawsuit directly on the debt against the Owner without waiving its right to establish a lien against the Lot for the delinquent assessment. In any action instituted by the Association to collect delinquent assessments, late charges, interest or other costs of collection, the prevailing party shall be entitled to recover costs and reasonable attorney's fees per CA Civil Code Sec. 5650.

(b) **Creation and Foreclosure of Assessment Lien.** The amount of the assessment, plus any costs of collection, including attorney and filing fees, late charges and interest assessed shall be a lien on the Owner of Record's Lot from and after the time the Association causes to be recorded with the Amador County Clerk/Recorder a Notice of Delinquent Assessment in the form permitted by law. The Board of Directors may thereafter enforce the lien in any manner permitted by law including foreclosure sale by the court or by a trustee.

8. Owner's Non-Interference with Road Easements.

(a) Any new driveway or replacement of any existing driveway upon any Lot shall be constructed by the Owner at his/her expense in accordance with the Association's standards and specifications including installation of a culvert or ditch parallel to the road to allow proper drainage. No such construction shall be commenced until plans and specifications have been submitted to and approved in writing by the Association's Board of Directors or a Committee designated by the Board.

(a)(i) Owners are responsible for the installation and maintenance of any culverts or other drainage improvements at the intersection of their driveway and the Roads.

(b) To facilitate snow removal and help reduce fire danger, each Owner shall clear and remove vegetation on that portion of his/her property equaling 15 feet from the center of the paved Road.

(c) No Owner shall install any fences, wall or other permanent or semi-permanent structure within the Road easement of 25 feet from the center of the Road (Article 2, Section 2).

(d) Whenever an Owner fails to perform an obligation required by this Declaration upon his/her Lot, the Board of Directors may after giving ten (10) days written notice to that Owner enter upon the Lot to perform the obligation and may charge the Owner for the amount of the actual costs. If the Owner fails to pay the Association within 15 days after being invoiced, the Board of Directors may collect the amount, together with interest, attorney fees and other collection costs, in the same manner as provided herein for other Assessments (Article 3, Sec. 3).

9. **Davis-Stirling Act.** It is intended that the provisions of this Declaration shall at all times be applied consistently with and to the full extent allowed by the 2021 Davis-Stirling Common Interest Development Act (California Civil Code Sections 4000 et seq.) in its present form and as the Act may be amended in the future.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section

1. **Annexation of Additional Lots.** Lots located adjacent to the sixty (60) Lots with Road access as described in Exhibit 2 and that are served by the continuation of the Road segments described in Exhibit 3 may be made subject to this Amendment if the Owners of those lots apply for Membership in the Association and if the annexation of those Lots is approved by the existing Members.
2. **Reservation of Right of Further Dedication.** The Association reserves the right to offer the Roads for dedication to Amador County, California.
3. **Subordination.** Any lien created or claimed under the provisions of this Amendment is expressly made subject and is subordinate to the rights of any mortgage or deed of trust (hereinafter collectively referred to as "Mortgage") that encumbers all or any portion of a Lot, made in good faith and for value; and no such lien shall defeat, invalidate, or impair the obligation or priority of such Mortgage. If any Lot is encumbered by a Mortgage made in good faith and for value, the foreclosure of any lien created by any provision of this Amendment shall not operate to affect or impair the lien of the Mortgage. On foreclosure of the Mortgage, the lien for Assessments that have accrued up to the time of the foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Lot free of the lien for assessments that have accrued up to the time of the foreclosure sale. On taking title to the Lot, the foreclosure-purchaser shall be obligated to pay only assessments or other charges levied or assessed by the Association that became due or payable on or after the foreclosure-purchaser acquired title to the Lot.
4. **Binding Effect.** This Amendment shall bind and inure to the benefit of the Owners of Lots as well as the heirs, personal representatives, grantees, tenants, successors, and assigns of such Owners.

5. Amendments. Any further amendments of the provisions of this Amendment or that otherwise affect only the interests of the Members of the Association shall not require approval by a majority of the Owners of all lots subject to the Original Declaration, but shall instead only require approval of a majority of a quorum of the current Members of the Association. Any such amendment shall be effective when signed by the Chair and Secretary of the Association certifying that the amendment has been duly approved by a majority of a quorum of the current Membership and when recorded at the Office of the Amador County Clerk/Recorder's Office.

6. Recording of this Amendment. When this Amendment has been approved by a majority of a quorum of the Owners of Lots that are subject to the Original Declaration and subsequent March 2007 Amendment, this Amendment may be signed by the Chair and Secretary of the Woodland Road Association who shall certify that they hold those offices and that this Amendment has been approved. The Amendment shall become effective when it is recorded in the Office of the Amador County Recorder. California Civil Code Section 1355 shall apply.

WE, THE UNDERSIGNED CHAIR AND SECRETARY OF THE WOODLAND ROAD ASSOCIATION, HEREBY CERTIFY THAT THIS AUGUST 14, 2021 AMENDMENT HAS BEEN APPROVED BY A MAJORITY VOTE OF A QUORUM OF THE OWNERS OF THE LOTS WHO ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ORIGINALLY RECORDED JULY 24, 1959 IN BOOK 84, PAGE 448 ET. SEQ., AND SUBSEQUENT MARCH 2007 AMENDMENT IN THE OFFICIAL RECORDS OF AMADOR COUNTY, CALIFORNIA.

WOODLAND ROAD ASSOCIATION, By:

EXHIBIT 1

ALL LAND SUBJECT TO ORIGINAL DECLARATION*

That certain tract of land situate, lying and being in the County of Amador, State of California, which is more fully described as:

In Township 7 North, Range 13 East, M.D.B. & M.:

1. All of Section 3
2. Lot 1, the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4.
3. The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9.
4. All that portion of the North $\frac{1}{2}$, the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10 lying Westerly of State Highway Sign Route #88 as it existed on May 1, 1959.
5. All that portion of the North $\frac{1}{2}$ and the Southwest $\frac{1}{4}$ Section 2 lying Westerly of State Highway Sign Route #88 as it existed on May 1, 1959.
6. All that portion of the Northwest $\frac{1}{4}$ of Section 11 lying Westerly of State Highway Sign Route #88 as it existed on May 1, 1959.

*Refer to Exhibit 3 for current land subject to the Woodland Road Association as of August 14, 2021

EXHIBIT 3

Roads To Be Maintained by Woodland Road Association

Woodland Road Association

Woodland Road	3300 LF
Carson St	1710 LF
Amador Ave	<u>2771 LF</u>
	7781 Linear Feet

