

SAVE ELEVADO ROAD ASSOCIATION ANNUAL MAINTENANCE PLEDGE INSTRUCTIONS

The amount owed for each property is listed on the [Address and Cost Allocation worksheet](#), located on <http://elevado.info>.

- After reading the [Terms and Conditions](#), go to **the last page**, print and complete the Pledge in its entirety, and sign the Pledge.
- **No printer? No problem!** Email bernie@elevado.info and we'll drop a copy in your mailbox.
- When you've signed the Pledge, convenient mail, email, and drop off options are available.
- **No payment is required at this time.**

Still have questions?

- Check the Frequently Asked Questions (FAQs) on <http://elevado.info/faq-maintenance/>.
- Have additional questions not answered in the FAQ? Email bernie@elevado.info.

Mail or drop off pledge:

SAVE ELEVADO ROAD ASSOCIATION
C/O STEPHEN WEDDELL
2467 ELEVADO ROAD
VISTA, CA 92084

Save a stamp! Email bernie@elevado.info to send your pledge electronically or request that a Save Elevado Road volunteers pick up your paper copy (don't forget to include your address).

**SAVE ELEVADO ROAD ASSOCIATION
TERMS AND CONDITIONS
FOR OWNERS' PLEDGE TO PAY ANNUAL CONTRIBUTIONS FOR
ELEVADO ROAD REPAIRS**

1. The Pledge

Save Elevado Road is a nonprofit, unincorporated association of property owners ("Owners") who own easements for passage on Elevado Road (the "Road").

By signing the Pledge the Owner agrees to make annual contributions for management of the Owners' collective responsibility under California Civil Code §845 to repair and maintain the Road.

2. Use Of Contributions

Subject to the amount of funds available, the contributions will be used for repair, maintenance and management services. Examples of repair and maintenance include filling of potholes, repairing of cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, striping, and any other work reasonably necessary or proper to repair and preserve the easement for vehicular passage.

Management services include regular inspections, processing complaints and requests for service, providing information to brokers and escrow agents concerning owners' accounts, opening and operating custodial bank accounts and handling of funds, providing management reports, supervising repair of Road damage caused by Owners and third parties (e.g. trash collectors, utility companies, delivery services, contractors and developers), billing, collecting, and claims management, including defense of claims against the Association and eligible Owners.

In addition, the funds may be used to obtain liability insurance to cover claims by third parties against the Association and eligible Owners for accidents on Elevado Road. The funds may also be used for retaining a tax accountant and completing other legal formalities appropriate for a permanent organization, including reimbursement of third-party expenses, such as postage, stationery, printing, and for

website and email platform fees.

The funds will not be used to compensate any Owner for their professional services, which are donated as a community service.

All payments, when collected, will be deposited in a segregated, general fund in trust for the benefit of all Owners, and will not be comingled with those belonging to any other parties. All interest earned on the funds, if any, shall be retained for the Association's use. All contributions may be used for any purpose authorized in these terms, regardless of how they were calculated. The Association will not be required to maintain a specific breakdown as to how each Owner's contribution is individually spent.

3. Allocation Of Costs Among Owners

The amount owed by each Owner, per year, is set forth in the "Address and Cost Allocation". These amounts are fixed for the first five years, and shall not increase thereafter at a rate in excess of 1% per annum. Contributions will be due on November 1st of each year.

It is understood that the list of properties is, not exclusive, and is subject to change. In the event of additional collections from other properties not included in this list, such as vacant lots, utilities or newly added residences, the amounts on this allocation will not be revised, nor will there be any reimbursements or credits. All additional collections will be added to the general fund.

4. Limitation Of Liability

Each Owner contributing the full amount owed for their property as listed or otherwise determined by reference to the accompanying Cost Allocation shall be free from liability for any further contributions for Road repair and maintenance, except: (i) additional work necessitated by conditions caused by Owner's failure to keep their property in good order and repair, or (ii) damage caused to the Road by Owner or its contractors other than ordinary wear and tear from residential use.

The Association's only responsibility under this Agreement is to safeguard all funds collected, and use reasonable efforts to provide the services described in these terms.

By executing the Pledge, the Owners acknowledge that the Association's maximum liability to each Owner shall be limited to the amount contributed by such Owner, after deduction for (i) all amounts incurred, allocated on a pro rata basis, in the performance of services described in these terms, and (ii) all funds returned to the Owner.

In recognition of the fact that the Association and its volunteers are not being compensated for their services, they shall have no liability to any Owner except for willful misconduct or gross negligence. The Association and its volunteers shall have no liability for consequential, special, indirect or punitive damages of any kind whatsoever.

In the event the Association contracts with a third-party management company to assume its responsibilities under this Agreement, the manager shall have no greater liability to the individual Owners than that of the Association and its volunteers under these terms.

5. Other Work

No other roads are covered by the Pledge or these terms. The owners of easements on other roads that access Elevado are responsible for organizing, funding and contracting for repairs on each of their respective roads. However, the Association will use reasonable efforts to cooperate in organizing and facilitating performance of those services by the same contractors employed for Elevado Road.

6. Termination

The Pledge shall terminate upon

(i) The Owner and an authorized representative of the Association execute a Road Maintenance Agreement on a form approved and published on the Association's web site;

(ii) The Owner gives notice of termination, which notice to be valid must be delivered to the Association a minimum of sixty (60) days prior to the next payment date. Owner's notice of termination shall not be valid unless all of Owner's obligations under the Pledge as of the termination date have been paid in full, and Owner's termination shall be without prejudice to Owner's continuing obligations under the law including, but not limited to Ca Civ. Code §845.

(iii) the Owner sells its property, provided all obligations under the Pledge have been paid in full; or

(iv) the Association, or its successor in interest, is dissolved or disbanded.

The Parties' limitations of liability under these terms shall survive termination. Upon termination of this Pledge, the Owner is not bound by the attached methodology in the Cost Allocation for any future repairs and maintenance, except as otherwise provided at law.

7. Enforcement Against Non-Cooperating Owners

The amount calculated for each Owner's payment is based on their voluntary contribution to this program. In the event legal proceedings are deemed appropriate to collect contributions, the Association (or its designee) shall have the right, on behalf of all contributing Owners, to assert claims for contribution to the fullest extent allowed by law. The scope of all legal services provided to the Association shall be determined solely by written agreement between such provider(s) and the Association (or its designees), and under no circumstances shall such services be deemed to create an attorney client relationship with any of the individual Owners. Nothing herein shall be construed as an obligation to commence such proceedings, which shall be at the sole discretion of the Association or their designee. In the event the Association decides not to commence any such proceeding, Owners are free to do so on their own

8. Amendments

These terms and conditions may not be amended without the Association's express written consent by one of its authorized volunteers.

**SAVE ELEVADO ROAD ASSOCIATION
ANNUAL MAINTENANCE PLEDGE**

I Pledge to pay annual maintenance for Elevado Road in an amount equal to 20% of my 2017 contribution, plus a management fee of \$45 per year, commencing on November 1, 2019.

NAME: _____

PROPERTY ADDRESS: _____

SIGNATURE: _____

DATE: _____

For all terms and conditions incorporated in this pledge, or for more information, please visit www.elevado.info, or send questions to bernie@elevado.info.

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