

GLENSHIRE
DEVONSHIRE
RESIDENTS
ASSOCIATION
15726 GLENSHIRE DR
TRUCKEE, CA 96161

FROM THE BOARD OF DIRECTORS

The Glenshire/Devonshire Residents Association Board of Directors proudly presents the 2004 Association budget to the membership. This budget is designed to provide for current needs in both the operating and capital area, as well as provide for future amenity repair and replacement.

The Association management has created fiscal stability while continuing to upgrade and increase the components of our Association. This is accomplished by keeping the aged receivables at a minimum. **The delinquency rate for annual dues in 2003 was under 2% for the ninth consecutive year.** The user friendly "Payment Plan" established in 1995, continues to have high membership participation. The 2004 budget continues to address: 1) our ability to provide for reserve replacement, 2) the ability to plan for the future by establishing a vision which is realized through capital improvements.

The year 2004 will see a decline in capital expenditures because the installation of a trail around the lake will be primarily funded through donations and grants. The replacement budget will focus on upgrading the playground equipment, pool furniture and landscape projects within the clubhouse common ground.

The Association has successfully continued the **Property Inspection Program** that was initiated in 1997. The enforcement program will continue to focus on all non compliant areas that have been brought to the attention of the Association either by complaint or inspection that are not in compliance with our Design Review rules and regulations or governing documents. The 2003 inspections resulted in sending out 246 letters to membership, addressing objectionable yard conditions, off-street parking, fences, defensible space and non completed projects. Although compliance is not perfect, 35% of membership complied prior to a second request letter. Compliance by encouragement has been very effective and continues to be our philosophy. Please note the Board has and will take legal actions to bring about necessary property compliance.

The Board of Directors is pleased that the Association's resources will continue to compliment and enhance its value to the membership. We will continue to plan for the future by providing vision and fiscal responsibility.

The Board has committed itself to an operating budget of \$327,300 (including \$5,000 for capital improvements and \$15,500 for reserve and reserve replacement). The annual assessment of \$200 per lot equals \$4 capital improvements, \$11 reserves, and \$185 to the operating budget. A copy of the 2004 budget, including the reserve study schedule is included with this statement. Copies are also available at the Association office.

The following policies are included for your reference. 1) Off-street parking, 2) Compliance and Damage Assessments, 3) Delinquent Assessment Collection, and 4) Juniper Hill Property Owners Association Road Policy. Additional policies are available for review at the Association office.

To: ALL PROPERTY OWNERS

In compliance with Article IV of the Association Declaration of Protective Restrictions, and the California Civil Code 1350-1370, we note the following:

1. The pro forma operating budget is available at the association office and copies will be provided upon request at the expense of the Association. Copies of the reserve study, and monthly board meeting minutes are on file in the association office for membership review.
2. At present the Association has a balance of \$ 137,000 in the reserve fund. The 2004 budget reflects \$18,000 for reserve replacement and \$5,000 for capital improvements.
3. A reserve study was conducted in 2001 and is updated yearly, in accordance with section 1365.5 of the California Civil Code. The common areas by component, which the Association is obligated to replace in the future, have been identified in the Replacement Reserve Plan. Common area items, unless part of a group of similar items, with current replacement costs of less than \$500 have been excluded from the reserve study and will be included in normal maintenance costs in the Association's annual budget. The current replacement costs, the remaining useful lives and the useful lives after replacement have been based on historical original costs and management's and contractors' estimates. When it becomes apparent that excluded items will be replaced in the future, and the amounts and timing can be determined with a reasonable degree of accuracy, the common area items can be added to the replacement study and the annual provision adjusted to provide funds over the remaining useful lives of the item. The Association will either include in the operating budget or in special assessments the cost of common area items requiring replacement which are unplanned because their replacement cost cannot be presently forecasted. The levy of a special assessment is not foreseen for the year 2004.
4. The Association meets all insurance requirements of the State: Property \$300,000 (\$500 ded.), Liability \$3,000,000 (\$500 ded.), and Director & Officers \$3,000,000 (\$5000 ded.) provided by Star Insurance Co., Southfield, MI. This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.
5. Alternative Dispute Resolution (ADR): Effective January 1, 1994. This law strongly encourages membership and the association to try ADR before initiating lawsuits. Failure by any member of the association to comply with the pre-filing requirements of Section 1354 of the Civil Code may result in the loss of their right to the association or another member of the association regarding enforcement of the governing documents.

GLENSHIRE/DEVONSHIRE RESIDENTS ASSOCIATION

2004 Annual Operating Budget

Account #	Name	<u>Expenses</u>	
		Budget 2004	Reserve Budget 2004
7700	Accounting & Audit	\$3,750	
7030	Bank Charges	\$100	
7710	Dues & Publications	\$1,000	
7075	Education & Seminars	\$1,000	
7720	Election	\$2,000	
7050	Employee Medical & Retirement Benef	\$15,500	
7005	Equipment Lease	\$4,400	
7040	Insurance	\$20,000	
7045	Insurance - Workers' Compensation	\$14,000	
7730	Legal Fees	\$2,800	
7701	Maintenance - Computer	\$1,300	
6050	Maintenance - Grounds & Clubhouse	\$16,000	
7000	Maintenance - Pool & Tennis	\$5,000	
7070	Meals & Entertainment	\$3,000	
7080	Mileage Reimbursement	\$1,500	
7150	Miscellaneous	\$2,000	
7025	Printings & Mailings	\$8,000	
7750	Provision for Bad Debt	\$1,000	
6000	Salaries - General Administration	\$97,000	
6012	Salaries - Maintenance	\$9,000	
6010	Salaries - Pool (Lifeguards)	\$29,000	
6016	Salaries - Rec. & Pass Office	\$7,500	
6065	Security - Building	\$450	
6040	Supplies - Building & Maintenance	\$10,000	
6055	Supplies - Grounds	\$3,000	
6067	Supplies - Janitorial	\$1,200	
7020	Supplies - Office	\$3,500	
6090	Supplies - Pool Chemicals	\$4,000	
7010	Supplies - Recreation	\$500	
5001	Supplies - Trading Post Snack Bar	\$4,000	
7800	Taxes - Federal Income	\$1,800	
6020	Taxes - Payroll	\$15,500	
7801	Taxes - State Franchise	\$1,000	
7740	Taxes & Fees	\$1,000	
7060	Travel & Meetings	\$1,000	
6060	Utilities - Building & Pool	\$30,500	
7850	Capital Improvements	\$5,000	
7880	Lake Trail Project		
7875	Replacement Expenses		\$15,500
	Total Expenses	\$327,300	\$15,500

<u>Income</u>			
4000	Annual Dues (1357 @ \$200)	\$255,900	\$15,500
4020	Classes	\$10,000	
4010	Clubhouse Rental	\$20,000	
4080	Contiguous Membership	\$900	
4200	Design Review Committee	\$7,500	
4350	Guest Fees	\$1,500	
3020	Interest - Bank Accounts	\$2,000	
3015	Interest - Reserves		\$2,500
4100	Late Fees (10% @ \$20)	\$2,500	
4090	Miscellaneous Income	\$2,000	
4300	Picture Passes	\$2,000	
4050	Trading Post Snack Bar	\$6,000	
4070	Transfer Fee (10% Turn Over)	\$17,000	
	Total Income	\$327,300	\$18,000

Summary of 2004 Delinquent Dues & Collection Policy

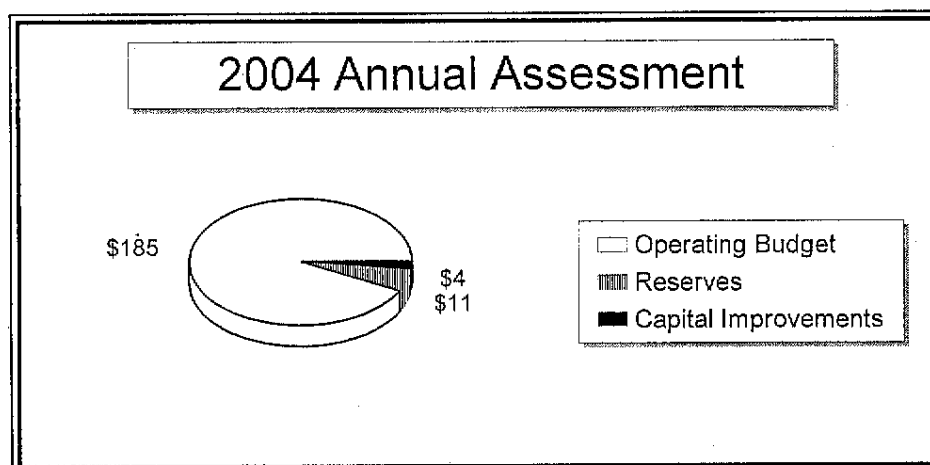
The annual property owners' assessment of \$200 is due January 1, 2004, and is late February 1, 2004. Please note the policy outline for all delinquent accounts.

February 1, 2004	Delinquent Fee charged: 10% of balance due.
February 15, 2004	Second billing to owners with balance due.
May 1, 2004	Deadline to submit petitions to the Board of Directors suspending membership rights and privileges.
June 1, 2004	Membership rights suspended for all delinquent accounts.

Thirty days prior to election and Annual Board Meeting, lien and foreclosure procedures may commence for all delinquent accounts. See enclosed policy.

2004 Annual Dues Payment Plan Policy

Payment plans are equal payments up to four installments made on a monthly basis. Members may establish a payment plan with the Association by mailing the first minimum payment of \$50.00. The payments must be **postmarked** by February 1, March 1, April 1, and May 1, 2004. Members who establish a payment plan and then miss a scheduled payment will be subject to the late fee. Members who establish payment plans after February 1, 2004 will be charged the 10% late fee.



Glenshire Devonshire Residents Association

CC&R COMPLIANCE AND DAMAGE ASSESSMENT POLICY

Approved 4/14/99

It is the policy of the Glenshire Devonshire Residents Association to encourage voluntary compliance with the CC&Rs and the architectural and design guidelines promulgated thereunder. In order to foster compliance with the CC&Rs and architectural and design guidelines applicable to the Glenshire Devonshire Residents Association and its members, the Board adopts the following procedures to encourage compliance and to assess damages for failure to comply, in order to encourage compliance.

Step 1: When a violation is identified through either periodic inspections by the Association, or by direct complaint to the Association, the Property Owner is sent a warning letter from the General Manager identifying the item of non-compliance and indicating a time frame for compliance based on the severity of the non-compliance and seasonal considerations, normally a 45 day period. During that notice period, the General Manager is authorized to negotiate with the Property Owner a CC&R Compliance Agreement in the form attached hereto as Exhibit A.

Step 2: Absent compliance or an executed CC&R Compliance Agreement, or based on failure by the Property Owner to timely perform under an executed CC&R Compliance Agreement, the Property Owner is sent a second warning letter stating that the non-compliance will be brought to the attention of the Board of Directors at its next regular meeting to consider assessment of "Damages" according to the schedule of damages attached hereto as Exhibit B. The Property Owner may appear at the Board meeting and present testimony or evidence for the Board's consideration.

Step 3: After Board consideration, the Board may withdraw the notice of non-compliance, or, if the Board so directs, the Property Owner is sent a certified letter from the Board identifying the non-compliance items, the terms and amount of the damages to be assessed, and notifying the Property Owner of the suspension of membership rights. That letter shall set forth the Property Owner's appeal rights, as set forth below, and shall set forth the period within which the Property Owner must bring the property into compliance to avoid further legal action.

Step 4: The Property Owner shall have fourteen (14) days from the date of the certified letter to appeal the Board decision regarding assessment of damages and suspension of membership privileges. That appeal shall be in writing on a form provided to the Property Owner by the Association with the certified letter. Absent a

timely appeal, the damages are assessed and the membership privileges are suspended, pending compliance.

Step 5: If the Property Owner timely appeals, the Board shall consider that appeal at its next regularly scheduled meeting as a *de novo* appeal. The Property Owner may present any new or additional information to the Board during the hearing on the appeal. Any assessment of damages and suspension of membership privileges against the Property Owner are held in abeyance until the Board resolves the Property Owner's appeal. The Board shall issue a written decision on the Property Owner's appeal no later than fourteen (14) days after the hearing before the Board on the Property Owner's appeal. The written decision of the Board shall include a period within which the Property Owner must bring the property into compliance to avoid further legal action.

Step 6: If the Property Owner fails to timely bring the property into compliance, the matter shall be referred to Counsel for the Association to give the Property Owner notice of its rights to conduct an alternative dispute resolution ("ADR") process, pursuant to Civil Code section 1354(b). If the Property Owner timely elects to participate in such an ADR proceeding, the Board shall designate the representative of the Association to participate therein, and shall grant to that representative authority to negotiate in such a session on behalf of the Association.

Step 7: If the Property Owner declines to participate in ADR, or if the ADR process does not result in satisfactory compliance, the Board shall consider the commencement of appropriate legal action to encourage compliance. If such legal action is commenced, and a judgement is granted in that legal action in favor of the Association, then the fees and costs incurred by the Association therein, and for enforcement thereof, shall be recorded as a lien against the real property in favor of the Association.

GLENSHIRE/DEVONSHIRE RESIDENTS ASSOCIATION
Property Inspection Policy

It is the policy of the Glenshire/Devonshire Residents Association to activate and perform property inspections for the following reasons:

- **Yearly Inspection:** Each summer the Association will perform a visual drive by inspection of all properties within the Association. All noted non compliant situations will be noticed to property owner with time line for correction.
- **Sellers Agent/Demand Letter:** A full property inspection will be activated when the Association receives a request to inspect from the sellers listing agent or a demand letter for the sale or refinance of designated property. The property owner will be notified if the property has no violations or noted violations and of their responsibility to disclose to buyer and lender.
- **Intent to Improve:** A full property inspection will be performed any time a proposed new improvement has been submitted to the Association. Approval of any project is contingent on all noted non-compliance issues at the time of the preliminary project inspection.
- **Notice by Association or Complaint:** The Association will notice property owners of any non-compliant matter when it has been brought to the attention of the Association by other homeowners or is observed by staff during the performance of any association duty.
- **Assessment of Damages:** Any violation may be cause for the assessment of damages. Notice to property owners will be given prior to the board considering the assessment of damages according to the guidelines set by law. The Board of Directors reserves the right to assess damages for recurring violations that have been previously noticed or have been denied permission or not granted a temporary variance.

Damage Schedule

In accordance with the newly approved Restated Governing Documents of 1997, the Association is required to send all property owners the Damage Schedule Policy. The following is a schedule of fines, commonly known as "Damages" for infractions or violations that are common or recurring in nature. The individual infractions referenced by appropriate Article and Section of the CC&R's and the alphabetical section of the Design Review Rules and Regulations, was originally established and adopted by the Board of Directors on October 9, 1991. Damages may be assessed daily, monthly, or yearly at the discretion of the Board of Directors.

<u>Infraction or Violation</u>	<u>DAMAGES</u>
Residential Building - Article I, Section 1.26 & Article VIII, Section 8.01	\$100 - 1,000
Business in Home - Article VIII, Section 8.07	\$ 50 - 500
Fences & Walls - Article VI, Section 6.06	\$100 - 500
Waste Disposal Systems - Article VI, Section 6.08	\$100 - 500
Animals - Article VIII, Section 8.05	\$ 50 - 250
Clothes Drying - Article VI, Section 6.16	\$ 50 - 100
Nuisances - Article VIII, Section 8.03 & XIII, Section 13.02	\$ 50 - 500
Signs - Article VIII, Section 8.06	\$ 50 - 250
Excavations - Article VI, Section 6.18	\$100 - 2,500
Exterior Lighting - Article VI, Section 6.10 & Q	\$100 - 250
Mail Boxes - Article VI, Section 6.13 & S	\$ 50 - 100
Outdoor Antennas - Article VI, Section 6.17 & R	\$ 50 - 250
Storm Windows - Article VI, Section 6.14 & T	\$ 50 - 250
Foundations - Article V, VI, Section U	\$100 - 1,500
Stock Homes - Article VI, Section 6.11 & V	\$100 - 500
Trees - Article VI, Section 5.04 & W	\$100 - 500 (per tree)
Roofs - Section I, 1-3	\$100 - 750
Construction Equipment - Article VI, Section 6.15 & J	\$ 50 - 750
Set- Backs - Article VI, Section 6.02 & E	\$100 - 500
Plans and Specs - Article V, Section 5.05 & D, 1-8	\$100 - 500
Construction Material - Article VI, Section 6.15 & I	\$100 - 500
Building Area - Article V, Section E	\$100 - 500
Repainting - Article VI, Section 6.09	\$100 - 500

Please call the Association office at (530) 587-6202 if you require another copy of our Governing Documents.

Glenshire Devonshire Residents Association Off-Street Parking Rules and Guidelines

All properties are required to have 700 square feet of asphalt surface available for off street parking, which includes the garage. Should the minimum requirement for "off-street parking" not be met or if found to be insufficient for the parking and storage of personal and recreational vehicles, the requirement to develop and limit the amount of additional "off-street parking" areas will be at the discretion, requirement and guidance of the Association. The guideline for enforcement will be if the amount of vehicles constitute a "eye sore" while considering their location, operability and appearance to the surrounding neighborhood.

The following guidelines have been developed to help clarify the rights and responsibilities of all property owners.

Vehicle Definition: All passenger, non commercial vehicles and trailers, including but not limited to all recreational vehicles, such as boats, jet skis, snowmobiles, motorcycles, airplanes and their respective trailers.

Vehicle Repair: Motor vehicle construction, reconstruction, or repairs on the property in view of the street or neighboring properties shall be limited to no more than 14 days in a given month. Work area is to be cleaned up daily while work is in progress.

Inoperable Vehicle: Any dilapidated, unlicensed or inoperable vehicle, trailer, boat, airplane, recreational or commercial vehicle, including without limitation, a vehicle without wheels or engine, shall be stored on the property within a fully enclosed area (garage) or fully screened location approved by the DRC (fenced area).

Commercial Vehicle: Commercial vehicles and their trailers (except for pickup trucks, passenger vehicles) shall be parked within a fully enclosed garage or screened from view using a DRC approved method. On a case by case basis, the Board of Directors reserves the right to determine a commercial vehicle.

Parking Surfaces: Additional parking surfaces may be asphalt, loose gravel/lava rock or graded dirt. All areas must be free of weeds, brush and excess storage items. The Board of Directors reserves the right to require a gravel or rock surface if area becomes a mud/dirt nuisance.

Parking Locations: In addition to the garage and driveway, appropriate additional "off-street parking" locations are the front and sides of the house. Backyard areas may be acceptable on a case by case basis, but all areas are subject to screening or surface improvements by the DRC. On a case by case basis, the Board of Directors reserves the right to limit the amount of additional parking locations and consolidate multiple parking areas.

On-Street Parking: On street parking is not intended for vehicle storage or long term parking. Enforcement will be addressed under "nuisance" and/or on case by case basis.

Parking on Unimproved Lots: A vehicle may only be stored or parked on an unimproved lot only if it is screened and/or incorporated into the adjacent developed lot, which has been approved by the Design Review Committee.

Vehicle Covers: All tarps and covers for all vehicles must be maintained in good condition. Earth-tone covers are strongly encouraged.

Variations: The Board of Directors has the power to grant variations for special circumstances that may or may not be addressed in the above guidelines.

**GLENSHIRE/DEVONSHIRE RESIDENTS ASSOCIATION
DELINQUENT ASSESSMENT COLLECTION POLICY**

1. Regular assessments are due, in advance, on the first day of each year and delinquent if not received in the Associations office or Bank within thirty (30) days after the due date thereof. Special and Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received in the Associations office or Bank within thirty (30) days after it is due. A late charge of 10% shall be due on any such delinquent assessment.
2. If any portion of any such assessment or late charge remains unpaid thirty (30) days after the original due date thereof, a Pre-lien letter will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. Such notice will include a detail of the total amounts delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any.
3. If all such amounts have not been paid sixty (60) days after the original due date thereof, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent lot and the owner(s) thereof and all resulting collection fees and costs will be added to the total delinquent amounts as the Association reserves the right to recover costs of collection. A copy of the Lien will be sent, by regular and certified mail, to the address as described in item (2) above.
4. All such amounts, and all other assessments and related charges for such lot thereafter due to the Association until all such amounts are paid, must be paid in full as a condition to curing and releasing such Lien and the Association shall not be required to accept any partial or installment payments from the Lien date to the time that all such amounts are paid in full.
5. If all such amounts have not been paid, in full, within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of such lot and the owner(s) thereof.
6. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of twelve percent (**12%**) per annum.
7. The Association shall charge a "returned check charge" of fifteen dollars (**\$15**) for all checks returned as "non-negotiable", "insufficient funds", or any other reason.
8. The Board of Directors of the Association may revise this policy, either generally or on a case by case basis, if it finds cause to do so.
9. The mailing address for overnight payment of assessments is the same as that for routine assessment payments unless otherwise noted.

NOTICE
ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NONJUDICIAL FORECLOSURE

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as nonjudicial foreclosure. When using nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time. (Sections 1366 and 1367.1 of the Civil Code)

In a nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail. Among these documents, the association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Sections 1367.1 and 1367.1 of the Civil Code)

An owner may dispute an assessment debt by giving the board of the association a written explanation, and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (Sections 1366.3 and 1367.1 of the Civil Code)

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND P A YMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

Juniper Hill Property Owners Association
Policy on Use of Roads by Non-Members

The Glenshire/Devonshire Residents Association Board of Directors have agreed to honor the Juniper Hill Property Owners Association policy on the "Use of Roads by Non-Members".

The Juniper Hill Property Owner Association is a private and gated community. The use of the road system are available for Juniper Hill members, their family members, tenants, and current guests to, travel to, from and within the subdivision.

Glenshire/Devonshire membership may use the GDRA restricted building 9.6 acre parcel within Juniper Hill in the same manner as0 other designated parcels of "open space". Absolutely no motor vehicles allowed. Glenshire/Devonshire residents may access the Association parcel on foot, horse or bike without accessing the Juniper Hill road system.

While Juniper Hill subdivision is adjacent to the GDRA subdivision, the Association roads are not available for use by Glenshire/Devonshire residents. Authorized personnel of GDRA who using the roads for a business purpose pertaining to their ownership of property within the Juniper Hill subdivision, are permitted to use the roads.

Members of the Juniper Hill Property Owners Association may not give an authorization to any person or entity to use the subdivision roads. Any use by non-members shall be governed by this policy.

Signs will be displayed at each entrance to the subdivision giving notice that use by non-members is prohibited and will be considered to be trespassing.

The cooperation of all Glenshire/Devonshire residents is greatly appreciated.

Sincerely,

GDRA
Board of Directors

Juniper Hill Property Owners Association Policy on Use of Roads by Non-Members

The system of privately owned roads within the Juniper Hill subdivision are available for the use of Association members, their family members, tenants, and current guests to travel to, from and within the subdivision. Without limitation, that travel may consist of the use of vehicles, motorcycles, bicycles, snowmobiles, horses, or pedestrian traffic.

Except as expressly provided herein, the use of the Association's roads by persons who are not members of the Juniper Hill Property Owners Association is prohibited.

Delivery and service providers (such as United Parcel Service, Federal Express, Airborne, California Overnight, Office Depot, propane suppliers, well drillers, a member's contractor(s) or subcontractor(s) and their employees, and repair personnel) are permitted to use the Association's roads for the purpose of accessing a specific member's property for a legitimate business purpose.

The Association's roads may also be used by any person or entity that has been granted an easement or license to use the roads by the Association or its predecessor in title.

While the Juniper Hill subdivision is adjacent to the Glenshire Devonshire subdivision, the Association's roads are not available for use by Glenshire residents. Authorized personnel of the Glenshire Devonshire Residents Association who are using the roads for a business purpose pertaining to their ownership of property within the Juniper Hill subdivision, are permitted to use the roads.

Members of the Juniper Hill Property Owners Association may not give an authorization to any person or entity to use the subdivision roads. Any use by non-members shall be governed by this policy.

Signs will be displayed at each entrance to the subdivision giving notice that use by non-members is prohibited and will be considered to be trespassing.

Enforcement of this road use policy is every member's responsibility. If a member sees someone on the subdivision roads that is suspected to be a trespasser, the member should politely inquire as to the visitor's purposes for visiting the subdivision. If the member ascertains that the visitor is not an authorized user of the roads, the member should advise the visitor that the roads are privately owned and maintained and that they may only be used by the Association's members. The member should offer to direct the visitor to the nearest subdivision exit. If the visitor becomes belligerent or argumentative, the member should immediately withdraw from the discussion and notify the public authorities.