



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 2005 Association budget and reserve study 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 2004 was under 2% for the tenth consecutive year.** The user friendly "Payment Plan" established in 1995, continues to have high membership participation. The 2005 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 2005 will see a \$40 increase in the annual dues, the first in five years and second in eleven years. The increase will address the cost of living and the reserve fund, which was under funded the past two years in order to keep from raising the dues.

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 2004 inspections resulted in sending out 134 letters to membership, addressing objectionable yard conditions, off-street parking, fences, defensible space and non-completed projects. Although compliance is not perfect, 30% 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 \$393,380 (including \$10,000 for capital improvements and \$30,000 for reserve and reserve replacement). The annual assessment of \$240 per lot equals \$8 capital improvements, \$22 reserves, and \$210 to the operating budget. A copy of the 2005 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) Compliance and Damage Assessments, 2) Off-street parking, 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 \$104,000 in the reserve fund (27% of the straight-line liability totaling \$379,324 for all components). The 2005 budget reflects \$30,000 for reserve replacement and \$10,000 for capital improvements.
3. A reserve study was conducted in 2003 and 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 budget. The current replacement costs, the remaining useful lives and the useful lives after replacement have been based on historical original costs and management and contractor 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 operation budget or in special assessments the cost of common area items requiring replacement which are unplanned because their replacement cost cannot be presently forecast. The levy of a special assessment is not foreseen for the year 2005.
4. The Association meets all insurance requirements of the State: Property \$300,000 (\$500 deductible), Liability \$3,000,000 (\$500 deductible), and Director & Officers \$3,000,000 (\$5,000 deductible) 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**

**2005 Annual Operating Budget**

Account #	Name	<u>Expenses</u>	
		Budget 2005	Reserve Budget 2005
7700	Accounting & Tax Review	\$4,000	
7710	Dues & Publications	\$1,000	
7075	Education & Seminars	\$1,500	
7720	Election	\$2,000	
7050	Employee Medical & Retirement Benef	\$17,500	
7005	Equipment Lease	\$4,000	
7040	Insurance	\$21,000	
7045	Insurance - Workers' Compensation	\$15,200	
7730	Legal Fees	\$5,000	
7701	Maintenance - Computer	\$2,000	
6050	Maintenance - Grounds & Clubhouse	\$16,000	
7000	Maintenance - Pool	\$4,500	
7070	Meals & Entertainment	\$4,000	
7080	Mileage Reimbursement	\$2,000	
7150	Miscellaneous	\$2,100	
6070	Outside Consulting Services	\$3,000	
7025	Printings & Mailings	\$10,000	
7750	Provision for Bad Debt	\$1,000	
6000	Salaries - General Administration	\$102,000	
6012	Salaries - Maintenance	\$9,000	
6010	Salaries - Pool (Lifeguards)	\$35,000	
6016	Salaries - Rec. & Pass Office	\$9,000	
6040	Supplies & Maintenance - Building	\$7,500	
6055	Supplies - Grounds	\$3,000	
6067	Supplies - Janitorial	\$1,500	
7020	Supplies - Office	\$4,000	
6090	Supplies - Pool Chemicals	\$5,000	
7010	Supplies - Recreation	\$880	
5001	Supplies - Trading Post Snack Bar	\$4,000	
7800	Taxes - Federal Income	\$1,800	
6020	Taxes - Payroll	\$16,700	
7801	Taxes - State Franchise	\$1,000	
7740	Taxes & Fees	\$1,200	
7060	Travel & Meetings	\$2,000	
6060	Utilities - Building & Pool	\$34,000	
7850	Capital Improvements	\$10,000	
7875	Replacement Expenses		\$30,000
	<b>Total Expenses</b>	<b>\$363,380</b>	<b>\$30,000</b>
	<b><u>Income</u></b>		
4000	Annual Dues (1357 @ \$240)	\$295,680	\$30,000
4020	Classes	\$10,000	
4010	Clubhouse Rental	\$20,000	
4200	Design Review Committee	\$7,500	
4350	Guest Fees	\$1,500	
3020	Interest - Bank Accounts	\$500	
3015	Interest - Reserves		\$1,200
4100	Late Fees (10% @ \$24)	\$2,600	
4090	Miscellaneous Income	\$100	
4300	Picture Passes	\$2,500	
4050	Trading Post Snack Bar	\$6,000	
4070	Transfer Fee (10% Turn Over)	\$17,000	
	<b>Total Income</b>	<b>\$363,380</b>	<b>\$31,200</b>

## Summary of 2005 Delinquent Dues & Collection Policy

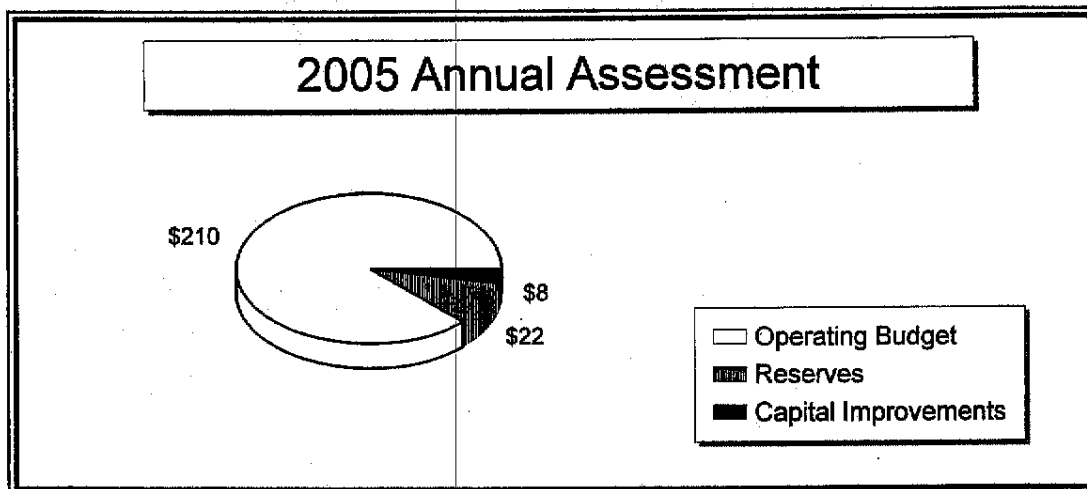
The annual property owners' assessment of \$240 is due January 1, 2005, and is late February 1, 2005. Please note the policy outline for all delinquent accounts.

February 1, 2005	Delinquent Fee charged: 10% of balance due.
February 15, 2005	Second billing to owners with balance due.
May 1, 2005	Deadline to submit petitions to the Board of Directors suspending membership rights and privileges.
June 1, 2005	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.**

## 2005 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 \$60. The payments must be **postmarked** by February 1, March 1, April 1, and May 1, 2005. Members who established a payment plan and then miss a scheduled payment after February 1, 2005 will be charged the 10% late fee.



**Glenshire Residents Association  
2005 Reserve Analysis  
Reserve Item List by Remaining Life**

<b>Category</b>	<b>Reserve Item</b>	<b>Cost When New</b>	<b>Yearly Totals</b>	<b>Expected Life</b>	<b>Remaining Life</b>	<b>Expense in Calendar Year</b>
Clubhouse	Chairs & Lounges - 2000	\$3,500		5	1	2005
Clubhouse	Carpet Cleaner - Steam	\$1,669		9	1	2005
Clubhouse	Flooring - Bathroom DriDeck	\$2,465		8	1	2005
Clubhouse	Flooring - Carpet & Lineoleum	\$6,000		8	1	2005
Clubhouse	Heating & Air Conditioning	\$7,000		11	1	2005
Main Pool	Vacuum - Main Pool	\$1,000		10	1	2005
Total for 2005			\$21,634			
Main Pool	Chairs & Lounges - 2001	\$3,500		5	2	2006
Main Pool	Chlorinator System - Main Pool	\$3,000		10	2	2006
Office	Computer - Dell 2003	\$2,100		3	2	2006
Main Pool	Cover Rack - Main Pool	\$1,291		10	2	2006
Office	Desks & Chairs	\$1,702		6	2	2006
Office	Laptop Computer (Pass)	\$1,900		3	2	2006
Wading Pool	Resurface - Wading Pool	\$3,000		8	2	2006
Grounds	Snowblower	\$1,930		10	2	2006
Total for 2006			\$18,423			
Main Pool	Chairs & Lounges - 2002	\$3,500		5	3	2007
Main Pool	Electrical - Main Pool	\$6,700		15	3	2007
Main Pool	Filters - Main Pool	\$3,000		15	3	2007
Main Pool	Ladders - Main Pool	\$1,000		11	3	2007
Grounds	Tennis Court - Complete Rebuild	\$28,000		15	3	2007
Grounds	Tennis Court - Recoloring (2)	\$6,400		7	3	2007
Grounds	Windscreens, Nets, Bball Hoop	\$4,740		10	3	2007
Total for 2007			\$53,340			
Main Pool	Chairs & Lounges - 2003	\$3,500		5	4	2008
Wading Pool	Chlorinator System - Wading Pool	\$2,500		11	4	2008
Grounds	Fence - Tennis Court	\$8,000		30	4	2008
Wading Pool	Handicap Lift - Wading Pool	\$1,072		10	4	2008
Total for 2008			\$11,572			
Main Pool	Cover - Main Pool	\$2,630		8	5	2009
Clubhouse	Doors - Entry (3)	\$3,687		10	5	2009
Grounds	Dumpster Pad and Fence	\$1,166		10	5	2009
Main Pool	Heater - Main Pool	\$12,500		10	5	2009
Grounds	Parking Lot - Asphalt	\$21,000		20	5	2009
Main Pool	Pumps - Main Pool	\$1,120		12	5	2009
Main Pool	Resurface - Main Pool	\$28,000		23	5	2009
Grounds	Sign - East Entrance	\$2,453		10	5	2009
Main Pool	Tables, Chairs & Lounges - 2003	\$2,800		6	5	2009
Total for 2009			\$75,356			

Grounds	Flag Passive Park	\$3,337	10	6	2010
Wading Pool	Heater - Wading Pool	\$8,000	12	6	2010
Wading Pool	Pump - Wading Pool	\$350	12	6	2010
Main Pool	Sunshades - Main Pool	\$2,842	10	6	2010
Grounds	Walkway - Clubhouse Entry	\$11,400	20	6	2010
Total for 20010				\$25,929	
Clubhouse	Appliances - Kitchen	\$3,600	12	7	2011
Grounds	Landscape - Sod - front/side	\$8,800	25	7	2011
Grounds	Shed - Chemical Storage	\$5,000	25	7	2011
Grounds	Shed - Pool Equipment	\$5,000	25	7	2011
Grounds	Sprinkler System	\$16,000	25	7	2011
Clubhouse	Sump Pump & Repair	\$1,463	15	7	2011
Main Pool	Coping & Tile - Main Pool	\$10,850	15	8	2012
Wading Pool	Coping & Tile - Wading Pool	\$3,000	15	8	2012
Wading Pool	Electrical - Wading Pool	\$2,000	15	8	2012
Grounds	Aerator	\$2,670	10	9	2013
Clubhouse	Deck - Balcony Decks (3)	\$22,000	15	9	2013
Main Pool	Deck - Cement East Side	\$2,000	20	9	2013
Main Pool	Deck - Pool Redwood Deck	\$9,000	15	9	2013
Grounds	Fence - Iron Perimeter	\$10,288	20	9	2013
Wading Pool	Filter - Wading Pool	\$1,000	16	9	2013
Clubhouse	Fixtures - Toilets, Urinals & Sinks	\$2,000	20	9	2013
Grounds	Mower & Trimmer	\$1,170	10	9	2013
Office	Pass Photo Camera	\$3,468	10	9	2013
Grounds	Recycle Garbage Cans	\$2,800	10	9	2013
Clubhouse	Roof - Clubhouse	\$26,000	20	9	2013
Wading Pool	Skimmers (2) - Wading Pool	\$2,000	15	9	2013
Clubhouse	White Cabinets Downstairs	\$1,412	10	9	2013
Clubhouse	Flooring - Bathroom Tile	\$7,000	20	10	2014
Grounds	Shed - re-roof - Pool & Chemical	\$2,064	20	12	2016
Grounds	Shed - Storage Barn	\$1,549	20	12	2016
Grounds	Sign - West Entry	\$3,314	20	12	2016
Wading Pool	Deck - Wading Pool	\$5,000	20	13	2017
Grounds	Fence - Wading Pool	\$2,345	20	13	2017
Grounds	Shed - Pass Office	\$1,542	20	13	2017
Grounds	Shed - Wading Pool	\$2,100	20	13	2017
Main Pool	Skimmers - Main Pool	\$6,700	20	13	2017
Grounds	Fence - Split Rail	\$1,366	15	14	2018
Clubhouse	Fixtures - Bathroom Stalls	\$6,400	16	15	2019
Grounds	Playground Equipment	\$12,700	15	15	2019
Grounds	Sign - Clubhouse	\$3,500	20	15	2019
Grounds	BBQ	\$3,500	20	16	2020
Grounds	Shed - Gym 2000	\$1,500	20	17	2021
Clubhouse	Doors - Sliding (3)	\$5,800	25	19	2023
Clubhouse	Lockers - Both Bathrooms	\$1,527	20	19	2023
Clubhouse	Plumbing	\$7,000	30	20	2024
Clubhouse	Structure - Clubhouse	\$220,000	50	20	2024
Clubhouse	Handicap Ramp	\$15,417	30	21	2025
Clubhouse	Bathroom - Handicap	\$7,589	30	26	2030
Grounds	BBQ Shelter	\$27,261	30	26	2030
Clubhouse	Lighting - Interior	\$3,727	30	26	2030

## ***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 there under. 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 Boards 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 Owners 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 Owners appeal. The Board shall issue a written decision on the Property Owners appeal no later than fourteen (14) days after the hearing before the Board on the Property Owners 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 and 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 judgment 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  
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>
<b>Residential Building</b> - Article I, Section 1.26 & Article VIII, Section 8.01	\$100 - 1,000
<b>Business in Home</b> - Article VIII, Section 8.07	\$ 50 - 500
<b>Fences &amp; Walls</b> - Article VI, Section 6.06	\$100 - 500
<b>Waste Disposal Systems</b> - Article VI, Section 6.08	\$100 - 500
<b>Animals</b> - Article VIII, Section 8.05	\$ 50 - 250
<b>Clothes Drying</b> - Article VI, Section 6.16	\$ 50 - 100
<b>Nuisances</b> - Article VIII, Section 8.03 & XIII, Section 13.02	\$ 50 - 500
<b>Signs</b> - Article VIII, Section 8.06	\$ 50 - 250
<b>Excavations</b> - Article VI, Section 6.18	\$100 - 2,500
<b>Exterior Lighting</b> - Article VI, Section 6.10 & Q	\$100 - 250
<b>Mail Boxes</b> - Article VI, Section 6.13 & S	\$ 50 - 100
<b>Outdoor Antennas</b> - Article VI, Section 6.17 & R	\$ 50 - 250
<b>Storm Windows</b> - Article VI, Section 6.14 & T	\$ 50 - 250
<b>Foundations</b> - Article V, VI, Section U	\$100 - 1,500
<b>Stock Homes</b> - Article VI, Section 6.11 & V	\$100 - 500
<b>Trees</b> - Article VI, Section 5.04 & W	\$100 - 500
	(per tree)
<b>Roofs</b> - Section I, 1-3	\$100 - 750
<b>Construction Equipment</b> - Article VI, Section 6.15 & J	\$ 50 - 750
<b>Set- Backs</b> - Article VI, Section 6.02 & E	\$100 - 500
<b>Plans and Specs</b> - Article V, Section 5.05 & D, 1-8	\$100 - 500
<b>Construction Material</b> - Article VI, Section 6.15 & I	\$100 - 500
<b>Building Area</b> - Article V, Section E	\$100 - 500
<b>Repainting</b> - 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 attorneys 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 PAYMENT 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 as 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.