

# GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION TRUCKEE, CALIFORNIA

November 15, 2021

Dear Member(s):

Greetings! We hope this finds you and yours well as we enter the holiday season. This year has been full of unknowns and has represented a period of stabilization and rebuilding for the HOA operations. We are currently in recruitment for a full-time administrative assistant, seasonal grounds person, and facilities manager, aiming to be nearly fully staffed by spring of 2022, which will allow the current manager to focus on oversight and improving overall functions of the association, in lieu of wearing many other hats. We continue to have to be nimble among ever-changing operating norms in the times of covid.

**Enclosed you will find information about two important matters:**

1. The 2022 GDRA Annual Budget & Information Report;
2. Information regarding the allocation of 2021 budget excess

We are planning toward a forum occurring in early winter 21/22 on revisions of the GDRA governing documents, followed by an important vote of membership on them in the first quarter of 2022. Please stay tuned and involved!

Regarding the 2022 Annual Budget & Information Report, you have the option to request a hard copy through the association office at 530.587.6202 or [info@glenshiredevonshire.com](mailto:info@glenshiredevonshire.com), or by downloading the 2022 Report listed below from our community website as prescribed by California State Law [www.glenshiredevonshire.com](http://www.glenshiredevonshire.com). Click on Resources->Financials.

2022 GDRA Annual Budget & Information Report

- Annual Board of Directors Letter/State of the Association
- Summary of 2022 Delinquent Dues & Collection Policy
- 2022 Annual Dues Payment Plan Policy
- 2022 calendar year HOA Operating Budget Summary (copy on reverse side of this page)
- Current Damage Schedule
- Current Delinquent Assessment Collection Policy
- Current Notice Assessments and Foreclosure
- Payments and Delinquent Assessment Payment Plans
- Current CC&R Compliance & Damage Assessment Policy
- 2022 Facilities Policy
- Resolution of The Board of Directors
- Juniper Hills Property Owners Association Road Policy
- 2022 Reserve Study Summary and Funding Disclosure
- 2022 Defensible Space Policy
- New Policies/Rules

Please feel free to direct any comments or questions regarding this annual budget & information report, or any other content in this mailer, to Lori Kelley at [lori@glenshiredevonshire.com](mailto:lori@glenshiredevonshire.com) or 15726 Glenshire Drive, Truckee, CA 96161.

Thank You,

The Glenshire/Devonshire Board of Directors

# THE GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION

## TRUCKEE, CALIFORNIA

November 15, 2021

Dear Members,

As of October 28, 2021, the association was projected to be under budget, resulting in an estimated 2021 surplus of \$38,000. On November 10, 2021, the GDRA Board of Directors amended the 2021 operating budget as outlined in this 2021 Amended Budget.

### 2021 Amended Annual Operating Budget

<b><u>Income</u></b>			
Account	Amended	Original	Change
Income			
Dues, Rentals, DRC, Interest, Pool, Transfers, Misc.	\$591,143	\$591,143	\$0
<b><u>Expenses</u></b>			
Accounting & Tax Review	\$5,000	\$5,000	\$0
Capital Improvements	\$9,500	\$7,000	\$2,500
Community Benefit	\$6,400	\$6,400	\$0
Dues & Publications	\$650	\$650	\$0
Education & Seminars	\$2,000	\$2,000	\$0
Election	\$11,000	\$5,000	\$6,000
Employee Medical & Retirement Benefits	\$18,809	\$18,809	\$0
HR	\$1,200	\$1,200	\$0
Insurance - General	\$39,385	\$39,385	\$0
Insurance - Workers' Compensation	\$11,501	\$11,501	\$0
Lake Trail-Open Space	\$45,000	\$45,000	\$0
Legal Fees	\$14,500	\$14,500	\$0
Maintenance	\$14,701	\$10,201	\$4,500
Mileage Reimbursement	\$1,600	\$1,600	\$0
Miscellaneous	\$3,500	\$3,500	\$0
Outside Consulting Services	\$44,040	\$27,450	\$16,590
Printings & Mailings	\$7,500	\$7,500	\$0
Provision for Bad Debt	\$2,000	\$2,000	\$0
Salaries	\$255,330	\$288,330	-\$33,000
Software Expense	\$18,370	\$14,960	\$3,410
Supplies	\$21,800	\$21,800	\$0
Taxes	\$32,357	\$32,357	\$0
Utilities - Building & Pool	\$25,000	\$25,000	\$0
Total Expenses	\$591,143	\$591,143	\$0
Net Operating Income	\$0	\$0	\$0

Thank You,  
Glenshire/Devonshire Board of Directors



GLENSHIRE  
DEVONSHIRE  
RESIDENTS  
ASSOCIATION  
15726 GLENSHIRE DR  
TRUCKEE, CA 96161

*To Protect & Enhance the Quality of  
Life & Property in Glenshire Devonshire*

## **The Glenshire/Devonshire Residents' Association Budget Summary for Calendar Year 2022 Approved at the October 13, 2021 Board of Directors Public Meeting**

Please find on the reverse of this page the operating budget for 2022. To meet the demands for the coming year and ensure a balanced budget, the annual assessment will be increased to \$483 per household (or \$40.25 per month). The 2022 annual assessments and income are allocated as follows: Capital Improvements 1%, Reserves 16% and Operating Budget 83%. We have budgeted for increased costs related to inflation for services like snow removal, staff salaries and benefits, and costs associated with updating governing documents and policies.

Additionally, **key contributors to the increase include:**

- Firewise projects and fuel reduction best practices – included in “Lake/Trails/Open Space/ Defensible Space”  
This essential work has become a top priority in recent years to keep our community safe and resilient against threats of fire.

*Why is this so expensive?*

We work with forest management specialists and Truckee Fire to ensure Glenshire/Devonshire common area (~232 acres) is stewarded in a way to minimize impact to wildlife and vegetation, while meeting best practices for fuel reduction to keep our community as safe as possible if/when a fire event was to take place. Funds from Measure T will contribute toward fuel management beginning in 2023.

- Dam permitting for the Glenshire Lake – included in “Outside Consulting Services”

Recently the Truckee River Operating Agreement (TROA) went into effect after a decades long battle over water rights. During that time all applications – including the Glenshire Lake dam permit – were frozen. Now that the TROA has gone into effect we must move quickly to complete this **one-time permitting process** with the State of California to maintain the dam that holds our beloved Glenshire Lake.

*Why is this so expensive?*

For our permit application we must complete a Water Availability Analysis which requires the expertise of professional hydrologists and water rights consultants to effectively work with the state water resources board to ensure the success of our application. This is a one-time process which will then require minimal monitoring and annual reporting that our HOA staff will be able to administer on an on-going basis.

- Software Systems and Upgrades

To best serve our 1,357 households we must implement the best tools to maximize efficiency to respond to and provide services to our members. Our goal is to minimize lag time in responses, give members access to self-manage online, and automate administrative work as appropriate.

*Why is this so expensive?*

We have contracted with a software consultant to review and implement the best solutions. This will allow staff to stay focused on serving our members as we contract out more than 100 hours of evaluation and implementation which will then pay forward countless hours saved by staff to better serve our members.

If there are other items in the budget that you would like to better understand, please do not hesitate to reach out. While we aim to minimize dues increases each year, we hold a responsibility to serve our members to the best of our ability with the resources that we have. If you are struggling financially, please do not hesitate to contact us to discuss the best payment plan options for you to fulfill your member assessment.

THANK YOU!

**GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION****2022 Annual Operating Budget****Income**

Description	2022 Budget
Annual Dues - Operating Portion	\$553,235
Rental Income	\$3,000
Design Review Fees	\$7,000
Interest - Bank Accounts	\$500
Late Fees (7.5% @ \$48.30/ea)	\$5,000
Miscellaneous Income	\$6,000
Pool Passes/Guest Fees/Pavillion	\$37,115
Classes	\$5,000
Snack Bar	\$2,021
Transfer Fees (3% Turn-over)	\$18,000
Total Income	\$636,871

**Expenses**

Accounting & Tax Review	\$5,500
Capital Improvements	\$8,000
Community Benefit	\$7,400
Dues & Publications	\$750
Education & Seminars	\$2,000
Election	\$10,000
Employee Medical & Retirement Benefits	\$28,762
Human Resources	\$4,600
Insurance - General	\$27,850
Insurance - Workers' Compensation	\$11,680
Lake/Trails/Open Space/Defensible Space	\$24,000
Legal Fees	\$10,000
Maintenance - Computer	\$2,000
Maintenance - Clubhouse Grounds	\$8,593
Maintenance - Pool	\$1,200
Maintenance - Office Equipment	\$608
Mileage Reimbursement	\$1,500
Miscellaneous - Bank/3rd party Fees	\$3,500
Outside Consulting Services	\$30,900
Printings & Mailings	\$7,500
Provision for Bad Debt	\$2,000
Salaries - General Administration	\$162,688
Salaries - Facilities/Inspections	\$97,676
Salaries - Forestry/Defensible Space	\$22,740
Salaries - Pool (Lifeguards/Manager)	\$39,737
Software Expense	\$21,640
Supplies - Clubhouse Grounds	\$5,750
Supplies - Forestry	\$750
Supplies - Janitorial	\$1,000
Supplies - Office	\$1,500
Supplies - Pool	\$12,000
Supplies - Recreation & Lifeguard	\$1,600
Supplies - Snack Bar	\$1,000
Supplies & Maintenance - Building (Clubhouse)	\$4,640
Taxes - Payroll	\$30,057
Taxes - State Franchise	\$1,000
Taxes & Fees	\$2,750
Utilities - Building & Pool	\$32,000
Total Expenses	\$636,871

Net Operating Income \$0

**Reserve Budget**

Annual Dues - Reserve Portion	\$102,196
Interest	\$350
Reserve Replacement	(\$102,196)
Reserve Net Income	\$350



## 2022 Annual Budget & Information Report

**THE GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION**  
**2022 Budget & Information Report**  
**Table of Contents**

Annual Board of Directors Letter / State of Association	Pg 3 - 5
Summary of 2022 Delinquent Dues & Collection Policy	Pg 5
2022 Annual Dues Payment Plan Policy	Pg 5
2022 Annual Operating Budget	Pg 6
Current Damage Schedule	Pg 7
Current Delinquent Assessment Collection Policy	Pg 8 - 9
Current Notice Assessments and Foreclosure	Pg 10 -11
Payments and Delinquent Assessments	Pg 11
Current CC&R Compliance & Damage Assessment Policy	Pg 12 -13
2022 Facilities Pass Policy	Pg 14 -15
2022 Defensible Space Policy	Pg 16
Resolution of the Board of Directors	Pg 17 -18
Juniper Hills Property Owners Association Road Policy	Pg 19
Reserve Study Reports as of November 2020	Pg 20 - 26
Procedures for Architectural Review (Civil Code 4765)	Pg 27 - 36
Other Policies/Rules	Pg 37 - 43

## GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION FROM THE BOARD OF DIRECTORS

The Glenshire/Devonshire Residents Association Board of Directors proudly presents the 2022 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.

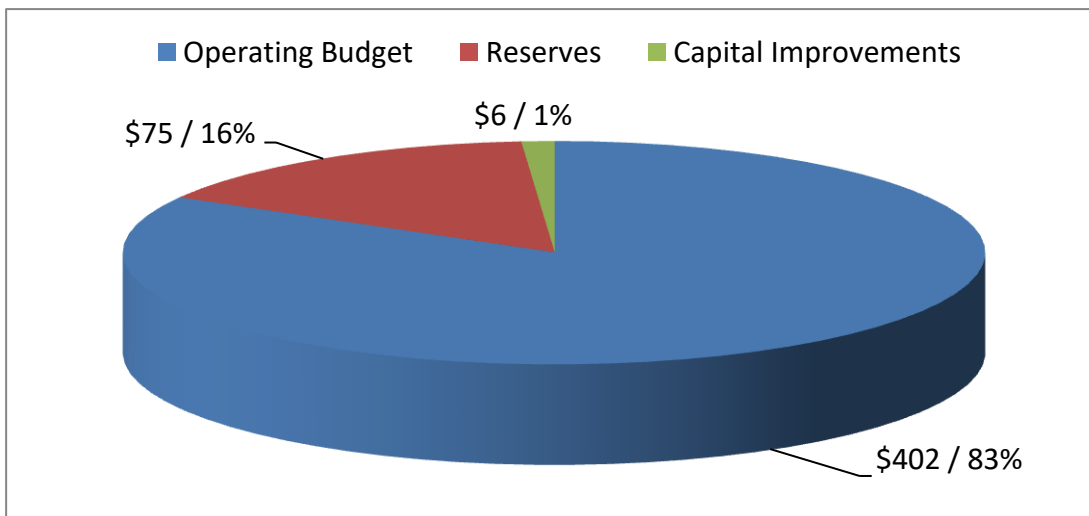
The Association management has created fiscal stability while continuing to maintain, upgrade and increase the components of our Association. This is accomplished by being fiscally responsible. **As of November 2021, the delinquency rate for annual dues and special assessments over 90 days was 4.0%.** The 2022 budget continues to address our ability to: 1) provide for reserve replacement, and 2) plan for the future.

The Association successfully continues Property Inspections. The enforcement program will continue to focus on all violations of the CC&R's and adopted rules that have been brought to the attention of the Association either by complaint, property transfer, during an improvement project, properties contiguous to properties being transferred, obvious gross violations or periodic inspection. Compliance by encouragement and education has been very effective and continues to be our philosophy. Please note the Board may 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 complement and enhance its value to the membership. We will continue to plan for the future by providing local representation, vision and fiscal responsibility.

The Board has committed itself to an operating budget of \$636,871. The 2022 annual assessment of \$483 per lot equals \$6 for capital improvements, \$75 for reserves and \$402 for the operating budget. A copy of the 2022 budget, including reserve study schedule, is included with this report. Copies are also available at the Association office and can be mailed upon request.

Various policies are included for your reference. 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 5300, we note the following:

1. The Annual budget report 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 projects a December 31, 2022 balance of \$511,952 in the reserve fund (63.3% of the current projected replacement value totaling \$809,334 for all components). The 2022 budget reflects \$102,196 for reserve replacement and \$8,000 for capital improvements.
3. A complete reserve study was conducted in 2016 and is updated annually, in accordance with section 5550 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 \$1,000 generally have been excluded from the reserve study and will be included in normal maintenance costs in the association's operating 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 2022.
4. The Association meets all insurance requirements of the State: Property \$2,232,300 (\$1,000 deductible), Liability \$3,000,000 (no deductible), provided by Farmers Insurance. Directors' & Officers \$2,000,000 (\$5,000 deductible) provided by Philadelphia Insurance, and Umbrella \$5,000,000 provided by National Union Fire Insurance; Workers Compensation provided by Amtrust. This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of Section 5300 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 will 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 5940 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.
6. Pursuant to Section 4035 all official communications may be directed to Glenshire Devonshire Residents Association Manager ,15726 Glenshire Drive, Truckee CA 96161.
7. Pursuant to Section 4040 (b) a member may submit a request to have notices sent to up to two different specified addresses.
8. Pursuant to Section 4045, all posting of a general notice shall be located at 15726 Glenshire Drive, Truckee, CA 96161 on the Associations bulletin board.
9. Pursuant to Section 4045 allows a member to request general notices by individual delivery.
10. Pursuant to Section 4950(b) a member has the right to receive copies of meeting minutes

### **Summary of 2022 Delinquent Dues & Collection Policy**

The annual property owners' assessment of \$483 is due **March 1, 2022**. Please note the policy outline for all delinquent accounts:

April 1, 2022	Delinquent Fee charged: 10% of balance due.
May 12, 2022	Board Meeting approving the mailing of Meet and Confer letters to delinquent accounts.
June 1, 2022	Deadline to submit petitions to the Board of Directors to challenge membership rights and privileges suspension
June 30, 2022	Membership rights suspended for all delinquent accounts.

**Lien and foreclosure procedures may commence for all delinquent accounts (12 months or more past due) on April 1, 2022. See enclosed policy.**

### **2022 Annual Dues Payment Plan Policy**

Payment plans are equal payments of three installments made on the 1<sup>st</sup> of 3 consecutive months. Members may establish a payment plan with the Association by mailing the first minimum payment of \$161.00. The payments should be **postmarked** by January 1, February 1 and March 1, 2022. Members who establish a payment plan and fail to pay dues amount in full by March 1, 2022 due date will be charged the 10% late fee on April 1, 2022.

**GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION**

**2022 Annual Operating Budget**

**Income**

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Net Operating Income \$0

**Reserve Budget**

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Reserve Replacement	(\$102,196)
Reserve Net Income	\$350

## GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION DAMAGE SCHEDULE

In accordance with the approved Second Restated Governing Documents of 2014 and CA Civil code 5850 and 5310 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&Rs and the section of the adopted Rules and Regulations Damages may be assessed daily, monthly, or yearly at the discretion of the Board of Directors.

<b><u>Infraction or Violation</u></b>	<b><u>DAMAGES</u></b>
<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, Walls, Berms, Hedges</b> - Article VI, Section 6.06, Rule 2.03	\$100 - 500
<b>Waste Disposal Systems</b> - Article VI, Section 6.08	\$100 - 500
<b>Animals</b> - Article VIII, Section 8.05, Rule 3.09	\$ 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, Rule 3.04	\$ 50 - 250
<b>Excavations</b> - Article VI, Section 6.18	\$100 - 2,500
<b>Exterior Lighting</b> - Article VI, Section 6.10, Rule 3.11	\$100 - 250
<b>Mail Boxes</b> - Article VI, Section 6.13, Rule 3.13	\$ 50 - 100
<b>Outdoor Antennas</b> - Article VI, Section 6.17, Rule 3.12	\$ 50 - 250
<b>Storm Windows</b> - Article VI, Section 6.14	\$ 50 - 250
<b>Foundations</b> - Article V, VI,	\$100 - 1,500
<b>Stock Homes</b> - Article VI, Section 6.11,	\$100 - 500
<b>Trees</b> - Article VI, Section 5.04, Rule 3.16 (per tree)	\$100 - 5,000
<b>Roofs</b> - Section I, 1-3 Rule 1.09	\$100 - 750
<b>Construction Equipment</b> - Article VI, Section 6.15, Rule 1.08 / 1.10	\$ 50 - 750
<b>Set- Backs</b> - Article VI, Section 6.02, rule 1.05	\$100 - 500
<b>Plans and Specs</b> - Article V, Section 5.05, rule 1.04	\$100 - 500
<b>Construction Material</b> - Article VI, Section 6.15, Rule 1.10	\$100 - 500
<b>Building Area</b> - Article V, Rule 1.08	\$100 - 500
<b>Repainting</b> - Article VI, Section 6.09	\$100 - 500
<b>Deck, sheds, Lean to, Storage containers</b> Rule 2.01	\$100 - 500
<b>Vehicle storage and parking</b> Rule 3.08	\$100 - 500
<b>Defensible Space</b> Rule 3.06 CC&R 8.09 & 8.01	\$100 - 500
<b>Conduct of Association members</b> Rule 3.01, CC&R 8.03	\$100 - 500

Please call the Association office at (530) 587-6202 to request a copy of our Governing Documents or visit [www.glenshiredevonshire.com](http://www.glenshiredevonshire.com)

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

**1. Due Dates:** All Regular Assessments shall be due and payable, in advance, on the first day of each year. Special Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members of approval. In no event shall a Special Assessment be due and payable earlier than thirty (30) days after it is imposed. A late charge of 10% of outstanding payment amount due will be imposed if the assessment has not been paid within 30 days. Furthermore, the Association shall be entitled to recover any reasonable collections cost, including attorney's fees, that the Association then incurs in its efforts to collect the delinquent sums. Payment plans are available in accordance with the Association's policy.

**2. Payment Receipts/Overnight Payment Locations:** Owners can request a receipt from the Association, which indicate the date of payment, and person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be delivered to the following address:

Glenshire/Devonshire Residents Association  
15726 Glenshire Drive, Truckee, CA 96161

**3. Application:** Any payments made by the owner of a separate interest toward the debt shall first be applied to the assessments owed, and, only after the assessments owed are paid in full shall the payment be applied to the fees and costs of collection, attorney's fees, late charges, or interest.

**4. Interest:** At the option of the Association, interest shall be due on all such accounts, once due and unpaid for thirty (30) days, at the rate of 12% per annum.

**5. Secondary Address:** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it.

**6. Notice of Right to Receive Meeting Minutes:** Members may request copies of the minutes of the Board of Directors meetings by submitting the request in writing to the Association Secretary at 15726 Glenshire Drive, Truckee, CA 96161.

**7. Internal Dispute Resolution (IDR):** Prior to authorizing a Pre-lien letter, the Association, in a separate written communication, shall offer to meet and confer with a delinquent owner to resolve any assessment dispute. An Owner who wishes to accept the Meet and Confer Offer must do so by submitting his/her written request to accept the offer with the Association within twenty (20) days of the Meet and Confer Offer. The Association shall set a prompt date and time for the meeting at the Association office.

The Association shall designate a Board officer or Association representative to participate in the meeting with the delinquent owner. An owner may request a board officer to be present at the meeting. If no resolution is reached, the Board of Directors, in an open meeting, by majority vote, may initiate the Pay or Lien Process.

**8. Pre-Lien or Pay:** If any portion of any such assessment or late charge remains unpaid for sixty (60) days, a Pre-lien letter may be 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. A copy of the Association's collection policy shall be attached to the Pay or Lien Letter. The opportunity for the delinquent owner to participate in IDR, meet and confer or the Alternative Dispute Resolution (ADR) process will again be offered at this time.

**9. Assessment Lien:** If the delinquent Owner does not bring his/her account current within the deadline set forth in the Pre-Lien Letter, the Board of Directors shall approve the recordation of an assessment lien against the delinquent owners property. The Board's decision to record the assessment lien shall be by a majority vote of a quorum of the Board members at the open meeting. The Board's action should refer to the Unit/Lot/parcel number of the property that is delinquent, rather than the name of the owner. Recording this notice creates a lien, which is subject to foreclosure, against the Owner's property.

**10. Pre-Foreclosure Actions:** If any portion of any such assessment or late charge remains unpaid for one (1) year or accrues the amount of \$1,800 after the original due date, the Board may begin the foreclosure proceedings. Prior to initiating foreclosure, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote of a quorum of the Board of Directors. The Board shall record the Board's executive decision in the minutes of the next meeting of the Board open to members by referencing the unit/lot/parcel number of the property that is delinquent. The entire "non-judicial" process may be handled by the Association's attorney or assigned agent.

**11. Notice of Default and Election to Sell:** The Notice of Default and Election to sell shall be recorded at the County Recorder's Office and a three month reinstatement period shall begin.

**12. Notice of Trustee Sale:** If, after three months the delinquency is not cured the Association's agent may proceed with the "non-judicial" foreclosure process in accordance with current law and practice.

**13. Return Check:** A fee of \$25 will be charged to owners for all returned checks.

## **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, 2006. You may wish to consult a lawyer if you dispute an assessment.

### **ASSESSMENTS AND FORECLOSURE**

(\*)Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 5715 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (CA civil code Chapter 8 article 3)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial 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. (CA civil code Chapter 8 articles 1, 2 & 3)

The association must comply with the requirements of chapter 8 article 2 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. (Chapter 8 article 2)

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, including 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. (Chapter 8 article 2)

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. (Chapter 8 article 2)

(\*) GDRA gives an additional 15 day grace period (30 days total) before dues become delinquent

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. (5655 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 5705(b)) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 5925) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

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 5685(c) of the Civil Code).

## **DELINQUENT ASSESSMENT MEETINGS AND PAYMENT PLANS**

An owner of a separate interest that is not a timeshare 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 5665 of the Civil Code)

The board of 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 to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

**GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION**  
**CC&R COMPLIANCE AND DAMAGE**  
**ASSESSMENT POLICY**

Approved 4/14/2010

It is the policy of the Glenshire Devonshire Residents Association to encourage voluntary compliance with the CC&Rs and the architectural and design guidelines. 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 inspection by the Association, by direct complaint to the Association or inspection associated with the transfer of property, the Property Owner is sent a courtesy letter from the GDRA Staff 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 30 day period. Violations that present a safety concern, defensible space, vehicles under repair, or living in a temporary structure may have a 14 day or shorter period. During that notice period, the General Manager is authorized to negotiate with the Property Owner a CC&R Compliance Agreement.

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. 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.

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 absent a timely appeal, the damages are assessed and the membership privileges are suspended, pending compliance. The submission of an appeal letter in no way releases a property owner from compliance with the CC&R's and rules of the Association.

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 board may choose to increase fines or the matter may be referred to Counsel for the Association. If the Property Owner chooses, they may ask to have the Association appoint an agent to give the Property Owner notice of its rights to conduct an alternative dispute resolution (ADR) process, pursuant to Civil Code section 5935. 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 pursuant to civil code 5975. Action to bring a property into compliance would normally be conducted within a period of 90 to 150 days depending upon the violation. This action may include entering onto an owners' property to bring a property into compliance as provided by in the CC&R's. Any costs associated with such actions will be charged to the owner of the property in violation and may be collected as a judicial or non-judicial lien. If Assessments, fees and fines have accumulated to more than \$5,000 a judicial lien may be applied to the violating owner. 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  
2022 FACILITIES POLICY**

**POOL FACILITY MEMBERSHIP INFORMATION**

Members 3 years and older must obtain a pool facility membership so each visit can be verified.

Only members in good standing may enjoy the facilities; dues, special assessments, and any other fees must be current.

Adults and children may be required to provide acceptable identification (i.e., drivers' license/school ID card) to receive passes.

Pool facility memberships are issued or renewed at the cost of \$40 per pass per year at [www.glenshiredevonshire.com](http://www.glenshiredevonshire.com). All Passes expire at normal pool season end date (Labor Day) 2022 or when title or occupancy of property changes. Early bird pass fees purchased only between dates of April 1, 2022 and May 1, 2022 are \$35 per pass. Members 70 and older are free.

**Unauthorized use of a Pool Facility Membership may result in fines not less than \$75 per occurrence, along with the loss of facility use and privileges.**

**Household Members**

Passes are available to GDRA property owners and their immediate family, related persons or other permanent residents of household.

**Members without Passes**

Members without passes will be charged at daily guest fee rate.

**Guest Information:**

A guest is any individual invited by an Owner to use amenities (with the approval of the Association), including renters. Members may invite up to four guests per day per property. Guests must be accompanied by a GDRA property Owner or Resident.

Guest fees are \$8 per visit per guest of any age.

## **GENERAL RULES APPLICABLE TO FACILITIES USE**

### **Transfer of Facility Rights**

Homeowners may transfer facility rights to leasehold tenants provided the lease term is three (3) months or longer. A facility transfer form and verification of the lease will be required. Transfer of rights must be updated annually.

### **Use of Facilities by Minors, Members and Guests**

Children under the age of **12** will not be allowed to use or have access to any Association amenities without direct adult supervision. Any member or guest not following the rules may be asked to leave.

### **Personal Injury and Property Damage:**

Amenity users assume all risk of personal injury to themselves, their family members, and guests, and for loss of, or damage to, the personal property of any such person; and hereby agree that the Association, and its management, staff, or any agent, shall not be responsible for any loss or injury sustained by the Owner, dependent child, immediate or extended family or guest of the Owner. The Association Rules will require the execution of further waivers of liability as a condition to Amenity use.

**The Association reserves the right to modify the policy on a case-by-case basis.**  
**Please Note: Above policy is subject to change due to unforeseen circumstances arising, including but not limited to Covid.**

## **GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION DEFENSIBLE SPACE POLICY (updated 11.10.2021)**

### Defensible Space Enforcement Policy

Most people are concerned with the safety and wellbeing of their family, property and themselves. One of the easiest ways to do so is through Defensible Space. GDRA lies in a high Wildland Urban Interface (WUI) zone. This means that a wildland fire will occur here in the future; when and how damaging are factors you can control.

Defensible space inspections will occur upon notice of property transfer/point of sale, complaints, foreclosures and during periodic inspections pursuant to GDRA's defensible space program.

1. All dry grasses and weeds shall be cut to 4" or less within 100' of any structure by July 1st, and shall be maintained to this condition through the end of fire season, unless a notice stating otherwise has been issued. This includes empty lots. Structures include but are not limited to: fences, sheds, outbuildings and main structure.
2. Piles of brush, branches, dry grasses and weeds or other flammable materials will be subject to fines after July 1st, unless a notice stating otherwise has been issued.
3. Overgrown and fuel ladder conditions shall be thinned as noted in CA Fire defensible space guides.
4. Any violation of CA Fire, Truckee Fire or other government agency, as they pertain to Defensible Space, may / will be cited as a defensible space violation. [readyforwildfire.org](http://readyforwildfire.org)
5. Any person(s) with property bordering GDRA common space has permission to cut all annual weeds / grasses within 100' of any structure on their property. This does not include trees, brush or woody plants. Please contact GDRA offices if you would like to volunteer to help implement a more extensive defensible space clearing plan on GDRA property.
6. Staff will begin inspections in mid to late May and fines may start as early as July 1st, unless stated otherwise in any notice delivered to any property owner in GDRA.
7. Those who do not comply within 30 to 45 days (based on level of work needed) may receive a notice of immediate fines that may / will increase weekly for each week the property is not in compliance. Fines may start at \$100+ per item.
8. Any lot that requires a re-inspection after July 1st may also incur a \$50 re-inspection fee.
9. All members are required to reduce fuel loading on their properties or empty lots, which may include needed mastication, fallen tree removal and other brush removal as determined by HOA staff.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
GLENSHIRE DEVONSHIRE RESIDENTS ASSOCIATION  
(Hereinafter “Association”)  
A California Nonprofit Mutual Benefit Corporation**

**Re: Internal Dispute Resolution Process**

**WHEREAS**, Civil Code 5900 through 5920 identifies an internal dispute resolution process (“IDR Process”) that an Owner and Community Association must pursue as a prerequisite to an enforcement action;

**WHEREAS**, Civil Code 5915 identifies an IDR Process applicable to all community associations that do not otherwise provide for an alternative procedure;

**WHEREAS**, the Board of Directors desires to identify the Association representatives who would participate in the IDR Process;

**WHEREAS**, the Association desires to adopt an IDR Process;

**NOW, THEREFORE, BE IT RESOLVED**, that Glenshire Devonshire Residents Association adopts the IDR Process contained within Civil Code 5915 (deemed within the statute to be fair, reasonable, and expeditious) as follows:

1. This IDR Process applies to the Association as well as an Owner as a prerequisite to the filing of any litigation related to a dispute involving their respective rights, duties or liabilities under the governing documents, the Davis-Stirling Common Interest Development Act (D-S Act”) and/or the nonprofit mutual benefit corporation law (“collectively “CID Dispute”). It does not relate to any collection of assessments unless the Association determines it needs to file litigation to collect same.
2. Either party (Association or Owner) to a CID Dispute may invoke the following procedure:
  - a. The party may request the other party and meet and confer, in an effort to resolve the CID Dispute. The request shall be in writing.
  - b. An Owner may refuse an Association request to meet and confer. The Association may not refuse an Owner’s request to meet and confer.
  - c. The Board hereby designates the President or in his/her absence, the Vice-President (“Board Designee”), as well as the CID Manager to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the CID Dispute to assist the Board and attend the meet and confer session with the Owner. If the Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.

3. Although not precluded, attorney participation in the IDR Process is discouraged in order to maintain direct discussions between the principals of the CID Dispute and to maintain the goal of resolution through an expeditious process. To the extent Owner requires that his/her/its attorney attend the IDR Process, the Owner shall be required to give five (5) business days' notice to the Association so that the Association can ascertain if it desires its corporate counsel to also attend.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the CID Dispute.
5. A resolution of the CID Dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board Designee on behalf of the Association.
6. The Agreement reached by the Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:
  - a. The Agreement is not in conflict with law or the governing documents of the Association; and
  - b. The Agreement is ratified by the Board of Directors within thirty (30) days of the date that the Agreement is executed by the Owner and the Board Designee.
7. The Owner participating in the IDR Process shall not be charged a fee to participate in the IDR Process.

#### CERTIFICATE OF SECRETARY

I certify that I am the duly qualified and acting secretary of Glenshire Devonshire Residents Association, a California Nonprofit Mutual Benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on March 9, 2005, and entered in the minutes of such meeting in the Minute Book of the corporation. The Resolution is in conformity with the Corporations Code, the Articles of Incorporation and the Bylaws of the corporation and has never been modified or appealed and is, as of now, in full force and effect.

Dated: April 11, 2005

Glenshire Devonshire Residents Association  
A California Nonprofit Mutual Benefit Corp.

By: Sally Lyon, Secretary

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

The Glenshire/Devonshire Residents Association Board of Directors has 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 is 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 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



## RESERVE STUDY

Member Distribution Materials

### Glenshire Devonshire Residents Association

*Update w/ Site Visit Review*

Final

Published - November 02, 2021

Prepared for the 2022 Fiscal Year

Section	Report	Page
California:	Member Summary	1
	Assessment and Reserve Funding Disclosure Summary	3
Section III:	30 Year Reserve Funding Plan	6
	Cash Flow Method {c}	



November 02, 2021

This is a summary of the Reserve Study that has been performed for Glenshire Devonshire Residents Association, (the "Association"). This study was conducted in compliance with California *Civil Code Sections 5300, 5550 and 5560* and is being provided to you, as a member of the Association, as required under these statutes. A full copy is available (through the Association) for review by members of the Association.

The intention of the Reserve Study is to forecast the Association's ability to repair or replace major components as they wear out in future years. This is done utilizing the "Cash Flow Method." This is a method of developing a reserve funding plan where the contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund.

Browning Reserve Group prepared this Update w/ Site Visit Review for the January 1, 2022 - December 31, 2022 fiscal year.

Glenshire Devonshire Residents Association is a Planned Development with a total of 1,357 Units.

The Reserve Study is not an engineering report, and no destructive testing was performed. The costs outlined in the study are for budgetary and planning purposes only, and actual bid costs would depend upon the defined scope of work at the time repairs are made. Also, any latent defects are excluded from this report.

### **Funding Assessment**

Based on the 30 year cash flow projection, the Association's reserves appear adequately funded as the reserve fund ending balances remain positive throughout the replacement of all major components during the next 30 years.

California statute imposes no reserve funding level requirements nor does it address funding level adequacy, and although one or more of the reserve fund percentages expressed in this report may be less than one hundred percent, those percentages do not necessarily indicate that the Association's reserves are inadequately funded.

Glenshire Devonshire Residents Association  
California Member Summary  
Final  
Prepared for the 2022 Fiscal Year

Reserve Component	Current Replacement Cost	Useful Life	Remaining Life	2021 Fully Funded Balance	2022 Fully Funded Balance	2022 Line Item Contribution based on Cash Flow Method
<b>01000 - Paving</b>	<b>136,588</b>	<b>5-25</b>	<b>2-24</b>	<b>7,204</b>	<b>13,494</b>	<b>9,960</b>
<b>02000 - Concrete</b>	<b>109,662</b>	<b>20-30</b>	<b>1-25</b>	<b>40,923</b>	<b>46,187</b>	<b>6,252</b>
<b>04000 - Structural Repairs</b>	<b>265,927</b>	<b>3-30</b>	<b>1-25</b>	<b>166,471</b>	<b>182,054</b>	<b>13,859</b>
<b>04500 - Decking/Balconies</b>	<b>274,705</b>	<b>9-40</b>	<b>1-36</b>	<b>170,667</b>	<b>182,105</b>	<b>4,335</b>
<b>05000 - Roofing</b>	<b>86,885</b>	<b>10-40</b>	<b>4-20</b>	<b>54,735</b>	<b>58,721</b>	<b>3,387</b>
<b>08000 - Rehab</b>	<b>51,705</b>	<b>15-25</b>	<b>1-20</b>	<b>35,498</b>	<b>38,733</b>	<b>2,672</b>
<b>12000 - Pool</b>	<b>222,182</b>	<b>1-40</b>	<b>0-35</b>	<b>105,748</b>	<b>109,954</b>	<b>21,435</b>
<b>17000 - Tennis Court</b>	<b>110,657</b>	<b>4-21</b>	<b>2-18</b>	<b>26,370</b>	<b>36,364</b>	<b>11,228</b>
<b>17500 - Basketball / Sport Court</b>	<b>1,700</b>	<b>15-15</b>	<b>5-5</b>	<b>1,133</b>	<b>1,278</b>	<b>124</b>
<b>18000 - Landscaping</b>	<b>45,102</b>	<b>15-20</b>	<b>5-18</b>	<b>6,364</b>	<b>9,032</b>	<b>3,506</b>
<b>18500 - Lakes / Ponds</b>	<b>3,960</b>	<b>30-30</b>	<b>0-0</b>	<b>3,960</b>	<b>135</b>	<b>128</b>
<b>19000 - Fencing</b>	<b>85,962</b>	<b>18-30</b>	<b>1-27</b>	<b>33,240</b>	<b>37,178</b>	<b>4,636</b>
<b>20000 - Lighting</b>	<b>1,880</b>	<b>15-15</b>	<b>3-10</b>	<b>1,047</b>	<b>1,201</b>	<b>143</b>
<b>21000 - Signage</b>	<b>22,000</b>	<b>15-15</b>	<b>1-2</b>	<b>19,467</b>	<b>21,457</b>	<b>1,479</b>
<b>22000 - Office Equipment</b>	<b>20,293</b>	<b>4-10</b>	<b>0-1</b>	<b>17,551</b>	<b>18,998</b>	<b>3,139</b>
<b>23000 - Mechanical Equipment</b>	<b>17,199</b>	<b>10-15</b>	<b>1-2</b>	<b>14,910</b>	<b>16,601</b>	<b>1,298</b>
<b>24000 - Furnishings</b>	<b>17,734</b>	<b>5-20</b>	<b>2-15</b>	<b>11,682</b>	<b>13,396</b>	<b>1,499</b>
<b>24500 - Audio / Visual</b>	<b>1,355</b>	<b>10-10</b>	<b>2-2</b>	<b>1,084</b>	<b>1,250</b>	<b>138</b>
<b>25000 - Flooring</b>	<b>45,288</b>	<b>12-22</b>	<b>2-15</b>	<b>26,044</b>	<b>29,510</b>	<b>3,178</b>
<b>25500 - Wallcoverings</b>	<b>1,552</b>	<b>25-25</b>	<b>20-20</b>	<b>310</b>	<b>382</b>	<b>98</b>
<b>26000 - Outdoor Equipment</b>	<b>78,260</b>	<b>1-25</b>	<b>0-15</b>	<b>46,457</b>	<b>52,882</b>	<b>6,872</b>
<b>27000 - Appliances</b>	<b>8,891</b>	<b>10-12</b>	<b>2-8</b>	<b>5,635</b>	<b>6,547</b>	<b>811</b>
<b>29000 - Infrastructure</b>	<b>5,655</b>	<b>30-30</b>	<b>24-24</b>	<b>1,131</b>	<b>1,352</b>	<b>329</b>
<b>30000 - Miscellaneous</b>	<b>17,277</b>	<b>10-15</b>	<b>2-5</b>	<b>11,703</b>	<b>13,639</b>	<b>1,688</b>
Totals	<b>\$1,632,420</b>			<b>\$809,334</b>	<b>\$892,450</b>	<b>\$102,196</b>
Estimated Ending Balance				<b>\$511,952</b>	<b>\$320,104</b>	<b>\$75.31</b>
Percent Funded				<b>63.3%</b>	<b>35.9%</b>	/Unit/year @ 1357

November 2, 2021

- (1) The regular assessment per ownership interest is \$483.00 per year for the fiscal year beginning January 1, 2022.

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page \_\_\_\_ of the attached summary.*

- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date assessment will be due:	Amount per ownership interest per month or year (if assessments are variable, see note immediately below):	Purpose of the assessment:
N/A	\$0.00	N/A
Total:	\$0.00	

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page \_\_\_\_ of the attached report.*

- (3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes ☒ No ☐

*This disclosure has been prepared by Browning Reserve Group and has been reviewed and approved by the association's board of directors based upon the best information available to the association at the time of its preparation. The accuracy of this information over the next 30 years will be dependent upon circumstances which are impossible to predict with specificity, and will require future action to adjust assessments over the period in accordance with the current projections and future developments.*

- (4) If the answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members

Approximate date assessment will be due:	Amount per ownership interest per month or year:
N/A	N/A

- (5) All major components are included in the reserve study and are included in its calculations. See next page §5300(b)(4), for any major component exclusions.

(6) Based on the method of calculation in paragraph (4) of the subdivision (b) of section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$809,334, based in whole or in part on the last reserve study or update prepared by Browning Reserve Group as of November, 2021. The projected reserve fund cash balance at the end of the current fiscal year is \$511,952 resulting in reserves being 63.3% percent funded at this date. Civil code section 5570 does not require the board to fund reserves in accordance with this calculation.

*An alternate and generally accepted method of calculation has been utilized to determine future reserve contribution amounts. The reserve contribution for the next fiscal year has been determined using the Cash Flow method of calculation (see section III, Reserve Fund Balance Forecast). This is a method of developing a reserve funding plan where the contributions to the reserve fund are designated to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.*

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is presented in column (b) 'Fully Funded Balance' in the table immediately below; and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is presented in column (c) 'Reserve Ending Balance'; leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

Fiscal Year (a)	Fully Funded Balance (b)	Reserve Ending Balance (c)	Percent Funded (d)
2022	\$892,450	\$320,104	35.9%
2023	\$703,073	\$317,373	45.1%
2024	\$700,928	\$313,692	44.8%
2025	\$696,908	\$320,736	46.0%
2026	\$702,844	\$298,794	42.5%

If the reserve funding plan approved by the association is implemented, the projected fund cash balance in each of those years will be the amounts presented in column (c) 'Reserve Ending Balance' in the table immediately above, leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, 2.50% per year was the assumed long-term inflation rate, and 1.00% per year was the assumed long-term interest rate.

### Additional Disclosures

**§5565(d)** The current deficiency in reserve funding as of December 31, 2022 is \$422 per ownership interest (average).

*This is calculated as the current estimate of the amount of cash reserves necessary as of the end of the fiscal year for which the study is prepared, less, the amount of accumulated cash reserves actually (Projected to be) set aside to repair, replace, restore, or maintain the major components.*

Deficiency = 
$$\frac{2022 \text{ Fully Funded Balance} - 2022 \text{ Reserve Ending Balance}}{\text{Ownership Interest Quantity}}$$

**§5300(b)(4)** The current board of directors of the association has not deferred or determined to not undertake repairs or replacements over the next 30 years.

Major Component:	Justification for Deferral:
N/A	N/A

**§5300(b)(5)** The board of directors as of the date of the study does not anticipate the levy of a special assessment for the repair, replacement, or restoration of the major components.

# 30 Year Reserve Funding Plan Cash Flow Method

Final

Prepared for the 2022 Fiscal Year

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Beginning Balance</b>	435,069	511,952	320,104	317,373	313,692	320,736	298,794	408,520	509,906	588,853
<b>Inflated Expenditures @ 2.5%</b>	26,048	297,183	111,165	115,240	107,785	140,048	12,267	25,212	52,208	35,505
<b>Reserve Contribution</b>	99,219	102,196	105,262	108,420	111,673	115,023	118,474	122,028	125,689	129,460
<i>Units/year @ 1357</i>	73.12	75.31	77.57	79.90	82.29	84.76	87.31	89.92	92.62	95.40
<i>Percentage Increase</i>		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
<b>Special Assessments / Other<sup>1</sup></b>	-1,000	-1,000	0	0	0	0	0	0	0	0
<b>Interest Pre Tax @ 1.00%</b>	4,712	4,140	3,172	3,140	3,156	3,082	3,519	4,569	5,466	6,358
<b>Ending Balance</b>	511,952	320,104	317,373	313,692	320,736	298,794	408,520	509,906	588,853	689,166

1) \$1,000 represents a negative offset for overstated short-term interest projections.

	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<b>Beginning Balance</b>	689,166	709,408	763,743	764,507	852,586	954,877	933,866	1,070,116	1,149,850	1,084,802
<b>Inflated Expenditures @ 2.5%</b>	120,060	90,338	148,303	65,675	56,780	184,989	32,937	95,306	245,080	84,238
<b>Reserve Contribution</b>	133,344	137,344	141,464	145,708	150,079	154,581	159,218	163,995	168,915	173,982
<i>Units/year @ 1357</i>	98.26	101.21	104.25	107.38	110.60	113.91	117.33	120.85	124.48	128.21
<i>Percentage Increase</i>	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
<b>Special Assessments / Other</b>	0	0	0	0	0	0	0	0	0	0
<b>Interest Pre Tax @ 1.00%</b>	6,958	7,329	7,603	8,045	8,992	9,397	9,970	11,045	11,118	11,297
<b>Ending Balance</b>	709,408	763,743	764,507	852,586	954,877	933,866	1,070,116	1,149,850	1,084,802	1,185,843

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
<b>Beginning Balance</b>	1,185,843	1,233,494	1,335,785	1,497,088	1,674,733	1,556,013	1,125,597	1,151,274	1,322,088	1,521,600
<b>Inflated Expenditures @ 2.5%</b>	143,587	95,069	42,905	33,002	334,533	648,489	195,501	56,587	35,108	40,292
<b>Reserve Contribution</b>	179,201	184,577	190,114	194,867	199,739	204,732	209,850	215,096	220,473	225,985
<i>Units/year @ 1357</i>	132.06	136.02	140.10	143.60	147.19	150.87	154.64	158.51	162.47	166.53
<i>Percentage Increase</i>	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
<b>Special Assessments / Other</b>	0	0	0	0	0	0	0	0	0	0
<b>Interest Pre Tax @ 1.00%</b>	12,037	12,782	14,094	15,780	16,073	13,341	11,328	12,305	14,148	16,144
<b>Ending Balance</b>	1,233,494	1,335,785	1,497,088	1,674,733	1,556,013	1,125,597	1,151,274	1,322,088	1,521,600	1,723,438

## **Procedures for Architectural Review (Civil Code 4765) Glenshire Devonshire Residents Association Right to Enact**

In compliance with Article VI, Article II and Article III section 3.05 of the Glenshire Devonshire Subdivision Covenants, Conditions, and Restrictions, (CC&Rs) the following rules and regulations governing and controlling the construction and modification of improvements on lots in the Subdivision as well as certain procedural rules have been adopted by the Board of Directors of the Association and are effective April 30, 2013. These rules and regulations are subject to change; for an update, please contact the Glenshire Devonshire Residents Association at 587-6202. These rules do not conflict with the existing CC&R's and/or Bylaws and are intended as a supplement to those regulations.

**The Design Review Committee (DRC) goals are to enhance the natural beauty and property values of the community, and to foster quality of construction and architectural compatibility among neighboring structures, and to promote a harmonious relationship between structures and the landscape. The distance between, and the design of, existing houses and the topography of a lot will influence the DRC's decision for approval, conditional approval or denial. These rules and regulations are taken, in part, from the Subdivision CC&Rs, and reference to these documents should be made prior to the purchase of a lot or construction of an improvement.**

### **Section 1.01 Design and Review Committee Rules**

Any building, addition, fence, wall, deck, shed or exterior structural alteration, unless noted must be approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the DRC. Two copies of all construction plans, specifications, and such further data as may be requested, showing the nature, kind, shape, height, materials, colors, and locations, of the same shall be submitted to the DRC. One approved copy will be returned to the owner and one copy will be retained by the Association Office. The DRC may require a reasonable inspection fee for review of plans and specifications and adopt reasonable rules and regulations.

**To discourage the appearance of tract-type housing within Glenshire Devonshire, the DRC reviews submitted designs for similarity with adjacent structures and requires separation by elevation appearance for houses with the same or very similar design as viewed from the street. On a case-by-case basis, the DRC may require modification to street elevations to avoid local duplication of design.**

**Upon submittal of a completed application package, the DRC inspector will conduct a preliminary site inspection to determine the compatibility of the**

**proposed improvement with neighboring dwellings and terrain. The DRC will then review the application package at their next regularly scheduled meeting.**

The DRC may, at its sole discretion, require more detailed elevation drawings. Elevation views and designs in which the DRC finds aesthetically incompatible with the physical site, adjoining properties or the environment of the development, may be denied approval.

When additional information is required by the DRC to evaluate any application, such information must be submitted within 30 days of notification. If requested information is not received within 60 days from such notice, the application will lapse and all application materials will be returned to the owner and the owner's application fee will be forfeited.

The issuance of a DRC permit, which, in no event, will be granted prior to approval of the site stakeout inspection, will precede any excavation, grading, placement of fill, tree removal, or construction of any type. Any violation of this rule will result in the automatic forfeiture of all deposits, as well as possible legal action to compel compliance with the CC&R's, Bylaws, and DRC Rules & Regulations.

Changes to any plans require prior approval of the DRC. Any deviations from the original application's materials, plans, or specifications must be submitted to the DRC office for review and approval. Requests for approval of changes shall be submitted in writing and, if necessary, revised plot plans and elevation drawings shall be submitted to the DRC for review and approval. *All structures shall be built in conformity with the plans, as amended and as approved. Non-approved changes or modifications are subject to fines of a minimum of \$50 for each modification and are not limited to the amount of the deposit. Fines will be assessed and deducted from the improvement deposit.*

### **Section 1.02 Residential Dwellings Only**

- a) All lots within the properties shall be used for residential purposes provided, however, that the incidental uses permitted by the CC&R's shall be permitted. In no event shall a residence be occupied by more uses than permitted by applicable law, zoning or other local governmental regulation. If a person owns two adjacent lots and has constructed a residence on one of the lots, the adjacent lot can be utilized as additional yard area without violating this use restriction. This residential use restriction is not intended to preclude construction of an ancillary unit.
- b) Businesses permitted under Nevada County and Town of Truckee residential zoning are the only business or professional activity that may be carried on or conducted upon any portion of the Properties covered by these Restrictions. This paragraph shall not preclude an owner from renting or leasing said



dwelling or residence so long as said tenant or lessee does not conduct any prohibited activity on the property.

c) No guest house, garage, shed, tent, trailer, or temporary structure of any kind shall be erected, constructed, permitted, or maintained on any portion of the Properties prior to commencement of the erection of a principal dwelling. A motor home, trailer, recreational vehicle or other temporary living quarters may be maintained at a construction site, pending approval from the Association during the plan check process. The living unit must be connected to sewer, water and power and shall be in accordance with applicable government laws, ordinances, statues and/or building codes and should not become a nuisance to the neighbors.

### **Section 1.03 Submittal procedures**

- a) The application form, the required fee, and two sets of plans and specifications shall be delivered to Glenshire Devonshire DRC, 15726 Glenshire Drive, Truckee CA 96161. The application form must be signed by the owner certifying that the owner has read, understands and will comply with the requirements as outlined in the DRC Rules and CC&R's, including, but not limited to, the notice requirements as set forth in paragraph (c) below. It is the responsibility of the owner to ensure that the builder complies with all of these requirements.
- b) The DRC shall meet at least once every month to perform its duties. The vote or written consent of a majority of the DRC shall constitute an act by the DRC unless otherwise required by the CC&Rs or this declaration. The DRC shall have 30 days to respond once a complete application is received. In the event the DRC fails to approve, disapprove, or conditionally approve the owners application within thirty (30) days after said plans and specifications and any subsequent data requested by the DRC have been submitted to it, weather conditions permitting, approval will not be required and this Article will be deemed to have been fully complied with.
- c) The owners of lots on the either side of, in front of, and behind a lot on which work is to be done which requires DRC approval shall be entitled to notice of the work to be done before said work is considered for approval by the DRC. This notice shall be accomplished by requiring the owner of the lot on which work is to be done to mail notice of his intention to perform such work to each of the affected neighbors described above within 10 days of the DRC meeting at which that owners' application to conduct such work on his lot is to be considered. As part of the DRC application process, the owner of the lot on which the work is to be done shall certify on his DRC application that he has provided the required notice. Failure of the applicant to provide such notice will result in denial of his DRC application.

- d) If plans are disapproved, the DRC shall indicate the reasons for such disapproval. An owner may appeal to the Board of Directors of the Association in accordance with Section 4.04 of these Rules and Regulations.
- e) An applicant must resubmit modified plans within 90 days from the date of the disapproval letter or appeal hearing, whichever is later, or the application will lapse and all materials will be returned to the owner and the owner's application fee will be forfeited.
- f) The Design Review Committee reserves the right to require approval and compliance for any project that does not meet the DRC rules and guidelines, regardless of when or who did the improvement.

#### **Section 1.04 Plans and Specifications Required**

Two complete sets of working drawings, including plot plan, floor plans, elevations and 8 ½ x 11 color digital or color photos of existing site and or structure must be submitted. Photos should show 3 elevations plus any elements of special concern. (See item 4 below) Plans should represent actual construction that will take place on proposed site. Mirror image plans are not acceptable. The name, address, business license number, and telephone number of Contractor or owner/builder should be noted on submitted plans.

- a) Plot plan should include:
  - 1. Scale, north arrow, lot dimensions and bearings, and contours at 2-foot intervals.
  - 2. Lot lines, front and side curb lines, easements, edge of pavement of all adjacent streets.
  - 3. Setback lines, including distances from setbacks to buildings. A maximum leave encroachment of 2 feet will be permitted on all setback lines.
  - 4. Location of all trees greater than 10" in diameter, (specifically indicating all trees to be removed with an X) and other natural features such as rock outcrops. Extreme care shall be taken to protect all remaining trees outside of the building footprint and ground cover on the property, to minimize erosion, resulting from cuts, fills and extensive grading beyond building site.
  - 5. Location of water, sewer and gas or propane lines, utility pole and method of service (overhead or underground), with distances from property line.
  - 6. Outline location of adjacent homes or other buildings.
  - 7. Location and size of driveway and sidewalks, and clearly showing the dimensions for the off-street parking area (minimum 700 sq. ft., including the garage), and paving material to be used.
  - 8. Height of all cut and fill banks and proximity to existing trees. Submit a temporary and permanent erosion control plan, including, but not limited to, retaining walls, riprap banks, and proposed vegetation plan. Erosion control

and drainage plan must meet the requirements of any existing town, county, state or federal agency.

9. Exterior lighting plan, to comply with CC&R section 6.10 and rule 3.10 locations of lights to be shown on plans and an accompanying example of the type of lights to be used included.

b) Floor plans should include:

1. Net livable square footage (excluding garages, decks, accessory buildings, etc.).
2. Square footage of garage and dimensions of decks, fences and accessory buildings.

c) Elevations should include:

1. Profile grade with floor lines and dimensions.
2. Roof slope or pitch, overhang, materials, grade of materials and color.
3. Shade of stain or paint color for building siding, trim, foundation, deck footing, entrance doors, Garage Doors and all vents. Colors should be soft earth tones on the main body of the house and trim. Foundation, footings and vents must compliment the main body of the house and/or roof color.
4. Window and door material and color.
5. Height in feet of the building. The average height of a home may not exceed 35 feet.
6. All utility panels and PVC vents/piping must be boxed with matching siding. The DRC reserves the right to require boxing/screening for any vent.

d) Photos required with application: 8 ½ x 11 color photograph

1. New House Construction
  - a. View of vacant lot from street.
  - b. View of vacant lot from rear of lot.
  - c. View of vacant lot from each side.
2. Additions/Garages

View of existing structure from front, rear and sides of the property. View from street
3. Fences, berms, decks, sheds & miscellaneous projects

View of front, rear and side of location where improvement will be constructed. View from street.

**Section 1.05 Building Areas of Structures, Parking, Setback Lines.**

- a) Setbacks for any building or permanent structure that shall be erected or permitted on any lots are:
  1. 20 feet from the front and rear property lines of any lot (30 feet from street is encouraged)
  2. All other setbacks are the same as required by Town of Truckee building codes for residential structures and accessory structures.

3. In all cases, the DRC has final control over placement of the dwelling on the lot, in accordance with the provisions of the Declaration of Protective Restrictions
- b) Principle dwelling houses shall have a living area, exclusive of garage, patio, terraces, and porches of 1200 square feet or more.
- c) Off street parking (including garage) must be a minimum of 700 square feet of asphalt, concrete or other acceptable solid-stationary material. Additional parking areas of a prepared surface (i.e. gravel, wood chips) may be constructed and maintained by the property owner and must be functional as such. At no time may a parking area become overgrown with vegetation or eroded to bare soil. At no time is "track off" of dirt allowed.
- d) At no time after groundwork is complete may parking or driving occur on bare soil.

#### **Section 1.06 Permitted Hours of Construction and Duration of Project**

- a) When construction of any building has begun, the work thereon must be prosecuted diligently, and must be completed within a period of 24 months from the date of DRC approval.
- b) Without prior written consent of the Association, construction activities and equipment maintenance shall take place only between the hours of 7:00 AM and 8:00 PM Monday through Friday and 9:00 AM to 7:00 PM on Saturday, Sunday and Federal holidays. Non-noise generating construction activity, such as interior painting, etc., shall not be subject to these restrictions.
- c) Permitted hours of construction and duration of project applies to all homeowners, renters and guests.

#### **Section 1.07 Site Review Requirements**

**After the DRC has received the plans and specifications, an owner in good standing, with all assessments paid current according to the CC&Rs Article V, Section 5.05(b) & 5.06 (g) may proceed to prepare his site for the required stakeout inspection. A site stakeout inspection will be made prior to the next scheduled DRC meeting.**

- a) Property Stakeout: All property corners, easements and side property lines, and building footprint must be identified by an appropriate staking and shall be visible above vegetation or snow when viewed from the street. The tops of these stakes must be flagged by brightly colored ribbon or cloth. The

measurements as staked out on the site must be consistent with those shown on the submitted

- b) Lot owners are responsible for locating their property corners.
- c) All trees or groups of trees proposed to be removed must be flagged or encircled with flagging with brightly colored ribbon tires around the trunk. Trees are not to be marked by blazing or painting the trunk.

### **Section 1.08 Excavation**

- a) Provided there are no appeals to the project, excavation may commence 48 hours after plans have been approved by DRC. (See section 4.04 for appeal procedure).
- b) The limit for vehicular access on a building site is to be the area of the intended driveway. Work area and heavy equipment movement is limited to the footprint and an additional 15 surrounding the footprint. Underground utility trenches shall be dug so as to minimize damage to adjacent natural vegetation.
- c) Any grading that exceeds the footprint of submitted plans must be accompanied by a landscape design and must comply with the Town of Truckee erosion control guidelines. All excavation outside the 15 feet project footprint that is not included in the landscape project must be seeded with grass or wild flowers to reduce erosion and dust.
- d) Excavation for landscape projects on a developed lot do not require a permit from the Association with the exception of landscape beams or have a total of less than a 4' total change in elevation.
- e) Excavation or clearing of a vacant lot requires approval from the DRC. This does not preclude clearing associated with defensible space.

### **Section 1.09 Roofs**

Roofing materials must meet aesthetic standards for non-glare, color compatibility with building scheme, substantiality of thickness and similar factors. Other roof materials will be taken into consideration for DRC approval in accordance with all applicable provisions of the Declaration of Protective Restrictions.

- a) All roof material must be approved by the Town of Truckee, DRC and/or Nevada County.
- b) Acceptable material:

1. Baked and glazed tiles
  2. Metal roofing
  3. Architectural grade, Class A composition shingles.
- c) Flat top roofs are permitted providing they are compatible with immediate surroundings, and have been engineered to meet the Town of Truckee requirements.
  - d) Roof overhang must be a minimum of 12" on all sides. If a roof pitch is less than 5 to 12, the overhang must be a minimum of 18".
  - e) Avoid roof designs that shed snow onto front and rear entries of the house and garage entry.
  - f) All siding must meet Town of Truckee building specifications.
  - g) All exterior metal, including windows, doors, garage doors, flues, flashing, etc., shall be finished and maintained with approved colors, engineered or aged to a non-reflective complimentary tone or dressed with wood trim and stained or painted with approved colors. Vinyl finish window, siding and doors are acceptable but are subject to color approval.
  - h) All exterior siding and all trim shall be of approved colors and maintained.
  - i) Solar Energy Collection: The DRC encourages the utilization of any renewable resource such as solar energy, including green houses.

#### **Section 1.10 Construction Materials, Construction Equipment and Site Condition**

- a) Storage of motorized construction equipment used for the approved project, and their accessory parts, may be stored outdoors on any lot where it is being used only on a temporary basis during active construction.
- b) All construction debris, stumps, trees, etc., must be periodically removed from the lot or at the request of the Association.
- c) Temporary storage of building materials is permitted only after DRC approval of plans.
- d) Owner builder/contractor is responsible to clean up all mud, dirt or debris from the lot that is a direct result of the construction process on the same day. This includes but not limited to all employee vehicles, subcontractor vehicles, construction equipment and delivery vehicles.

- e) Temporary toilets, (porta potty) may be kept on site only during active construction under a current GDRA permit.

### **Section 2.01 Decks, Sheds, Enclosures, Lean-tos, Walkways, Play Structures, Trash Enclosures, Moving Containers, Storage Containers and Screening**

Any structure over 120sqft may be defined as an Addition, Carport, Barn, Garage or House. All decks, sheds, Enclosures, Lean-tos, play structures / houses, walkways and screening require approval from the DRC with the following restriction:

- a) Sheds, Enclosures, Lean-tos and play structure limits: One (1) acre parcels may not exceed four (4) units or a total of 480 square feet of area. All other lots may not exceed two (2) units or a total of 240 square feet. This does not include approved barns or detached garages.
- b) Moving and temporary storage containers may be stored on an owner's property for no more than 14 days by any one owner in any given year. No more than two containers shall be present at any one given time. Locations containers may be placed are the same as those for vehicle parking.

### **Section 2.02 Projects That do Not Need DRC Approval**

**The following projects do not require DRC approval providing they are built with approved material and in accordance with the DRC rules and regulations:**

- a) Decks less than 30 inches in height and within designated building setbacks.
- b) Screening below an existing deck or deck structure. Above deck screening is not to exceed 6 feet in height. Screening may be wood or vinyl lattice, finished nylon or solid siding that matches or compliments the house.
- c) Staircase to or from an existing deck or decks.
- d) Cement brick or wood walkways (less than 10 inches in height).
- e) Temporary greenhouses less than 120 square feet (from May 1 - November 1).
- f) Trash enclosures that are of an animal resistant construction as approved by TTSD. Colors other than those that match house may be approved by summary approval of the GDRA General Manager.
- g) Any full or partial replacement of any existing structure so long as replacement meets original plans approved by Glenshire's Design Review Committee.

- h) Solid surface walkways, patios or landscaping not exceeding 400 square feet.
- (i) Yard art, play and other structures that are less than 6 feet from the ground in height, less than 60 square feet in coverage and less than 3 in quantity.
- (j) Clothes line erected in a back or side yard not exceeding 7' height.
- (k) Landscape berms less than 36".



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The Glenshire/Devonshire Residents' Association, Inc.  
Waiver Requirement for Use of Common Area and Association Facilities

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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## The Glenshire/Devonshire Residents' Association, Inc. Waiver Requirement for Use of Common Area and Association Facilities

### RECITALS

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A. The Glenshire/Devonshire Residents' Association, Inc. (the "Association") is the entity formed to manage and govern the Glenshire/Devonshire development (the "Development") in accordance with the *Second Restated Declaration of Covenants, Conditions and Restrictions for Glenshire/Devonshire*, recorded on April 9, 2014, as Document No. 20140006464 in the Official Records of the County of Nevada, State of California (the "Declaration" or "CC&Rs").

B. Section 3.05 of the Declaration authorizes the Board of Directors (the "Board") to adopt rules and regulations that regulate the use of Common Area and Association facilities.

C. In response to the COVID-19 global health emergency, the State of California imposed restrictions on the operation of businesses and activities throughout California. Public health officials have also given strong recommendations for all persons to wear face coverings (masks) while indoors, and to take other precautions to avoid getting infected with COVID-19 or infecting others.

D. The Association's insurance carrier also recently imposed a requirement that the Association have all participants in swim lessons sign waivers of liability, and it is critical for the Association to maintain its insurance. The ability to obtain insurance in the Tahoe region is becoming more difficult, and the Association needs to take more measures to protect itself from liability and reduce risk. If the Association's insurance were to be cancelled, the Association would face an imminent substantial economic loss.

E. In an effort to balance the Board's responsibility to protect Association Members and in general, and to protect the Association from harm that would result from an individual filing a lawsuit against the Association because of harm from COVID-19 or other cause in connection with the use of Common Area and Association facilities, which would likely force the Association to levy special assessments to fund its defense of such a lawsuit, the Board is adopting these operating rules.

F. The terms defined in the Declaration shall have the same meaning when used herein unless context clearly indicates a contrary intention. The Board adopted these Rules in accordance with its Governing Documents and the California Civil Code.

### RULES

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1. Application of Rules. These Rules apply to all individuals that intend to enter or use the Common Area, including, but not limited to, for purposes associated with swimming lessons. It is the intent of these Rules to comply with the Association's insurance carrier's requirements, and to help reduce risk of liability in general and advise individual of inherent risks in using the Common Area, which will help in preventing injuries and financial losses.

2. No Use of Common Area Without Waiver. No individual shall use the Common Area, including for swim lessons, without signing and acknowledging the *Release of Claims and Assumption of Risk - COVID-19 and GENERAL* waiver attached to these Rules as Exhibit A. If an

individual fails or refuses to sign and acknowledge the waiver, they shall not use or access the Common Area that is not essential for the individual's ingress or egress to their separate interest and/or accessing essential services in the Development, such as mailboxes that may be located in the Common Area or Association facilities.

3. Compliance with County, State, and Other Posted Requirements. All individuals that use Association facilities or Common Area shall act in accordance with all applicable health orders and guidance, and all additional restrictions the Association posts.

4. Enforcement. The Board shall be entitled to enforce these Rules in compliance with the Declaration and California law.

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CERTIFICATE OF ADOPTION

The undersigned declares that they are the duly elected Secretary of Board of Directors for The Glenshire/Devonshire Residents' Association, Inc. and that the foregoing Rules were duly approved on \_\_\_\_\_ by the vote of the Directors at the regular meeting of the Board at which a quorum of the Board was present.

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

Exhibit A

Release of Claims and Assumption of Risk - COVID-19 and GENERAL

**The Glenshire/Devonshire Residents' Association, Inc. ("Association")**  
**RELEASE OF CLAIMS AND ASSUMPTION OF RISK – COVID-19 and GENERAL**

**A. RISKS OF EXPOSURE COVID-19:** The COVID-19 pandemic is a worldwide risk to human health. The virus that causes COVID-19 is highly contagious and has a mortality rate many times greater than the common flu and can easily and exponentially spread. While people of all ages are at risk of contracting COVID-19, the Centers for Disease Control and Prevention has concluded that persons with compromised immune systems and older persons may be at particular risk.

**B. PUBLIC HEALTH ORDERS:** C. In response to the COVID-19 global health emergency, the State of California imposed restrictions on the operation of businesses and activities throughout California. Public health officials have also given strong recommendations for all persons to wear face coverings (masks) while indoors, and to take other precautions to avoid getting infected with COVID-19 or infecting others.

**C. RELEASE OF CLAIMS:** The undersigned, on my own behalf and on behalf of my heirs, personal representatives, successors, and assigns, for and in consideration of the opportunity to use the **Recreational Facilities**, consisting of all Common Area of the Association, including without limitation, the clubhouse, pool area, tennis courts, playground, playground equipment, swimming pool facilities, spas, buildings, ponds/lakes, creeks, decks, walkways, facilities, restrooms, equipment, machinery, chairs, benches, tables, fences, trails, open spaces, parking lots and/or other facilities and equipment, as well as swim lessons and other classes offered at such facilities (collectively, "**Recreational Facilities**"), which is operated by the Association, its officers, directors, employees, facilitators, instructors, trainers, staff, and agents ("**Released Parties**") releases and holds harmless **Released Parties** from any and all claims, demands, rights, and causes of action of any kind whatsoever which I now have or later may have against **Released Parties** in any way resulting from, arising out of, or in connection with the performance of their duties and my use of and participation in the **Recreational Facilities**.

This Release extends to any and all claims I have or later may have against **Released Parties** resulting from or arising out of their performance of their duties, whether or not such claims result from negligence on the part of any or all of **Released Parties** with respect to the **Recreational Facilities** or with respect to the conditions, qualifications, instructions, rules, or procedures under which **Recreational Facilities** are operated or from any other cause, as well as claims arising from **Recreational Facilities** and equipment and items therein.

I UNDERSTAND AND AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY, ILLNESS, OR DEATH RESULTING TO MYSELF OR OTHERS ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN OPERATING **RECREATIONAL FACILITIES** OR USING **RECREATIONAL FACILITIES**.

**D. ASSUMPTION OF RISK:** I am voluntarily using **Recreational Facilities** and I expressly agree to assume the entire risk of any accidents, personal injury, sickness, infection, or illness, including death, which I may sustain to my person or property as a result of my use of **Recreational Facilities**, including risks associated with the facilities, equipment, and any negligence (except willful neglect) on the part of any or all of **Released Parties** in performing their duties.

**The Glenshire/Devonshire Residents' Association, Inc. ("Association")**  
**RELEASE OF CLAIMS AND ASSUMPTION OF RISK – COVID-19 and GENERAL**

I agree to comply with all rules and restrictions **Released Parties** impose regarding the use of **Recreational Facilities** and equipment. I agree to conduct myself in a controlled and reasonable manner at all times and to refrain from using **Recreational Facilities** and its equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that **Released Parties** may not provide supervision, instruction, or assistance for the use of **Recreational Facilities**. I understand, acknowledge, and agree that the use of equipment and facilities in **Recreational Facilities** is voluntary and involves risk of serious injury; sickness; infection; illness, including permanent disability or death; property damage; or other injury. I understand and agree that **Released Parties** are not responsible for property that is lost, stolen, or damaged while in, on, or about **Recreational Facilities**.

**E. USER OBLIGATIONS.** I am voluntarily using **Recreational Facilities**. I acknowledge **Recreational Facilities** may not have been cleaned or sanitized prior to my entry or use of **Recreational Facilities**. I agree to take all necessary precautions to protect myself, members of my household, guests, and others from the spread of COVID-19, including, but not limited to, the following:

1. Following all federal, state, and local laws, public health orders, and public health guidance even though they may change, and including laws, orders, and guidance that are no longer mandatory.
2. Exercising health mitigation measures, including, but not limited to, wearing a face covering and maintaining social distance, care to protect myself, and assessing my own risks by considering my age; underlying health conditions; recent travel; possible exposure to COVID-19; doctor's recommendations; and federal, state, and local recommendations and guidance. I agree and understand that it is my responsibility to evaluate the risks and protect myself.
3. I understand that accessing and using **Recreational Facilities** for any purpose may be dangerous or unsafe and could expose me or others to COVID-19.
4. I represent that, to the best of my knowledge, I am not currently afflicted with and within the last seven (7) days have not knowingly been in contact with someone afflicted with COVID-19; I am not experiencing a fever or signs of respiratory illness such as cough, shortness of breath, difficulty breathing, or other COVID-19 symptoms; and I understand that persons may have COVID-19 and: (a) not exhibit symptoms, (b) not be aware that they have it, or (c) may not voluntarily agree to disclose their condition.
5. I will inform the Association if, after the date this document is signed, there is a change in my health condition or knowledge that potentially puts others at risk or invalidates the representations made in this release.

**F. INDEMNIFICATION.** I shall indemnify, defend, and hold **Released Parties** harmless from all claims, actions, liabilities, and damages, including attorneys' fees and litigation costs (collectively, "Claims") relating to the use of **Recreational Facilities** by members of my household, including any dependents, minors, and guests, and myself.

The Glenshire/Devonshire Residents' Association, Inc. ("Association")  
RELEASE OF CLAIMS AND ASSUMPTION OF RISK – COVID-19 and GENERAL

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES AND AGREE TO THESE TERMS AND CONDITIONS. I AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Property Address for all Names listed on this Release (USE SEPARATE RELEASE IF ANY PERSON RESIDES AT A SEPARATE ADDRESS):

Address for All: \_\_\_\_\_

Adult Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Adult Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Adult Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I, THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN, CERTIFY THAT I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES AND AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF MYSELF AND MY MINOR CHILD LISTED BELOW. I AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Full Names of Minor Children: \_\_\_\_\_

\_\_\_\_\_

Signature of Guardian/Parent: \_\_\_\_\_

Full Name of Guardian/Parent: \_\_\_\_\_

Date: \_\_\_\_\_