



2023 Annual Budget & Information  
Report

**THE GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION**  
**2023 Budget & Information Report**  
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**GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION  
FROM THE BOARD OF DIRECTORS**

The Glenshire/Devonshire Residents Association Board of Directors presents the 2023 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 in a fiscally responsible manner. **As of November 2022, the delinquency rate for annual dues and special assessments over 90 days was 4.0%.** The 2023 budget continues to address our ability to: 1) provide for reserve replacement, and 2) plan for the future.

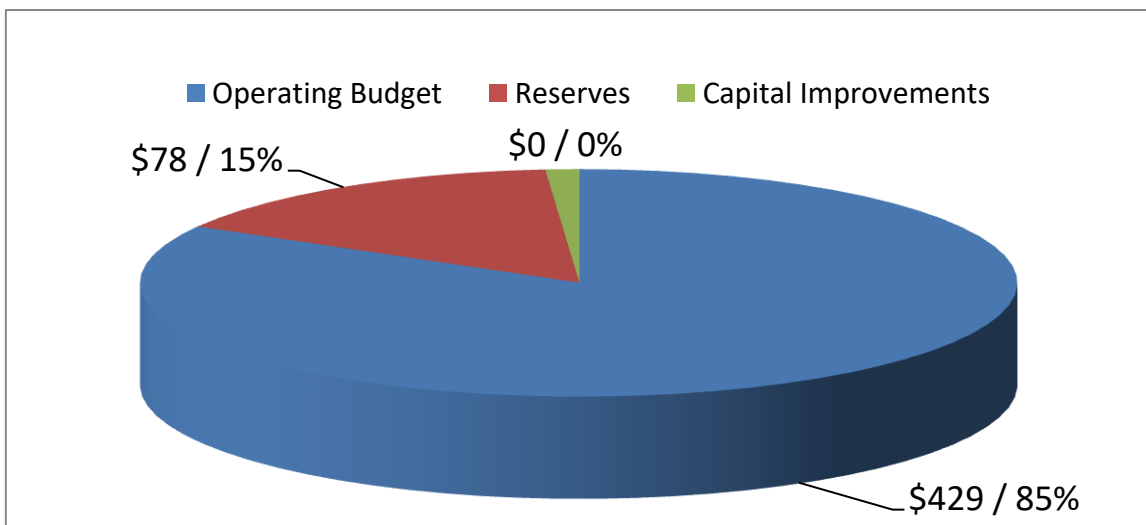
The Association successfully continues Property Inspections. The enforcement program will continue to focus on all violations of the CC&R's and adopted rules that have been brought to the attention of the Association either by complaint, property transfer, during an improvement project, properties contiguous to properties being transferred, obvious gross violations or periodic inspection. Compliance by encouragement and education has been most effective and continues to be our philosophy. However, the Board may take legal actions to bring about property compliance if issue is not able to be resolved without.

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 \$722,568. The 2023 annual assessment of \$507 per lot equals \$78 for reserves and \$429 for the operating budget. Note: 2023 non-assessment income equals \$20,000 for Capital Improvements and \$119,831 for the operating budget, reducing the 2023 per lot annual assessment by \$103.

A copy of the 2023 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 or online at [glenshiredevonshire.com](http://glenshiredevonshire.com).

**2023 \$507/PER PARCEL ANNUAL ASSESSMENT ALLOCATION**



## **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 \$589,984 in the reserve fund (64.8% of the current projected replacement value totaling \$909,873 for all components). The 2023 budget reflects \$105,262 for reserve replacement and \$20,000 for capital improvements (capital improvements to be covered by existing operating/lake trail funds, not by 2023 annual dues).
3. A comprehensive onsite reserve study was conducted in 2021 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 2023.
4. The Association meets all insurance requirements of the State: Property \$3,270,000 (\$1,000 deductible), Liability \$4,000,000 (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 General or Operations 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 2023 Delinquent Dues & Collection Policy**

The annual Property Owners' assessment of \$507 is due **March 1, 2023**. Please note the policy outline for all delinquent accounts:

April 1, 2023	Delinquent Fee charged: 10% of balance due.
May 18, 2023	Board Meeting approving the mailing of Meet and Confer letters to delinquent accounts.
June 7, 2023	Deadline to submit petitions to the Board of Directors to challenge membership rights and privileges suspension
June 30, 2023	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, 2023. See enclosed policy.**

### **2023 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 \$169.00. The payments should be **postmarked** by January 1, February 1 and March 1, 2023. Members who establish a payment plan and fail to pay dues amount in full by March 1, 2023 due date will be charged the 10% late fee on April 1, 2023.

**GLENSHIRE/DEVONSHIRE RESIDENTS ASSOCIATION**  
**2023 Annual Operating Budget**

Description	2023 Budget
<b><u>Income</u></b>	
Annual Dues - Operating Portion	\$582,737
Design Review Fees	\$19,500
Rental Income	\$4,500
Interest - Bank Accounts	\$6,000
Late Fees (9% @ \$50.70)	\$6,500
Picture Passes/Guest Fees/Pavillion	\$44,081
Classes	\$3,500
Snack Bar	\$6,000
Transfer Fee (3% Turn-over)	\$23,750
Miscellaneous Income	\$6,000
Lake Trail Fund	\$20,000
<b>Total Income</b>	<b>\$722,568</b>
<b><u>Expenses</u></b>	
Accounting & Tax Review	\$5,335
Capital Improvements	\$20,000
Community Benefit	\$8,500
Dues & Publications	\$500
Education & Seminars	\$2,000
Election	\$18,000
Employee Medical & Retirement Benefits	\$33,647
Human Resources	\$4,481
Insurance - General	\$32,291
Insurance - Workers' Compensation	\$12,506
Lake Trail-Open Space	\$21,600
Legal Fees	\$10,000
Maintenance - Computer	\$1,500
Maintenance - Clubhouse Grounds	\$7,000
Maintenance - Office Equipment	\$700
Maintenance - Pool	\$9,900
Mileage Reimbursement	\$900
Miscellaneous - Bank/3rd party fees	\$3,378
Outside Consulting Services	\$15,500
Printings & Mailings	\$5,000
Provision for Bad Debt	\$1,000
Salaries - General Administration	\$183,960
Salaries - Facilities/Inspections	\$117,800
Salaries - Forestry/Defensible Space	\$46,550
Salaries - Pool (Lifeguards & Amenities)	\$52,332
Software Expense	\$21,193
Supplies - Clubhouse Grounds/Forestry	\$5,500
Supplies - Janitorial	\$400
Supplies - Office	\$500
Supplies - Pool	\$7,500
Supplies - Recreation & Lifeguard	\$1,600
Supplies - Snack Bar	\$1,500
Supplies & Maintenance - Building (Clubhouse)	\$6,500
Taxes - Payroll	\$34,800
Taxes - State Franchise	\$500
Taxes & Fees	\$2,750
Utilities - Building & Pool	\$25,445
<b>Total Expenses</b>	<b>\$722,568</b>
<b>Net Operating Income</b>	<b>\$0</b>
<b><u>Reserve Budget</u></b>	
Annual Dues - Reserve Portion	\$105,262
Interest	\$2,000
Reserve Replacement - Other	(\$105,262)
<b>Reserve Net Income</b>	<b>\$2,000</b>

**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, on March 1<sup>st</sup> 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 indicates 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 their 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 Owner's 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 Owner's 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, they 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.

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 regarding the item of non-compliance and indicating a time frame for compliance based on the severity of the non-compliance and seasonal considerations, most commonly 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 GDRA 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 Owner's appeal. The

Board shall issue a written decision on the Property Owner's appeal no later than fourteen (14) days after the hearing before the Board on the Property Owner's appeal. The written decision of the Board shall include a period within which the Property Owner must bring the property into compliance to avoid further legal action.

Step 6: If the Property Owner fails to timely bring the property into compliance, the 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 Owner's 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  
2023 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 individual memberships are issued or renewed at the cost of \$45 per pass per year at [www.glenshiredevonshire.com](http://www.glenshiredevonshire.com). All passes expire at normal pool season end date (Labor Day) 2023 or when title or occupancy of property changes (subject to change). Early bird pass fees purchased only between dates of April 1, 2023 and May 1, 2023 are \$40 per pass. Members 70 years 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 the household.

**Members without Passes**

Members without passes will be charged a daily guest drop-in fee of \$5.

**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.

Non-member guest fees are \$8 per visit per guest of any age.

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

### **Transfer of Facility Rights**

Property Owners 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 management. 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 increase weekly for each week the property is not in compliance. Fines may/will 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 GDRA 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 Hills 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 Hills Property Owners Association policy on the "Use of Roads by Non-Members".

The Juniper Hills Property Owner Association is a private and gated community. The use of the road system is available for Juniper Hills 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 Hills 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 Hills road system.

While Juniper Hills 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 Hills subdivision, are permitted to use the roads.

Members of the Juniper Hills 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/o Site Visit Review*

2022 Update- 4

Published - November 09, 2022

Prepared for the 2023 Fiscal Year

<i>Section</i>	<i>Report</i>	<i>Page</i>
<i>California:</i>	<i>Member Summary</i>	<i>1</i>
	<i>Assessment and Reserve Funding Disclosure Summary</i>	<i>[Civil Code §5570] 3</i>
<i>Section III:</i>	<i>30 Year Reserve Funding Plan</i>	<i>Cash Flow Method {c} 5</i>



November 09, 2022

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, LLC prepared this Update w/o Site Visit Review for the January 1, 2023 - December 31, 2023 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  
2022 Update- 4  
Prepared for the 2023 Fiscal Year

Reserve Component	Current Replacement Cost	Useful Life	Remaining Life	2022 Fully Funded Balance	2023 Fully Funded Balance	2023 Line Item Contribution based on Cash Flow Method
<b>01000 - Paving</b>	<b>138,819</b>	<b>25-25</b>	<b>23-23</b>	<b>11,106</b>	<b>17,075</b>	<b>9,548</b>
<b>02000 - Concrete</b>	<b>114,048</b>	<b>20-30</b>	<b>1-24</b>	<b>45,360</b>	<b>50,904</b>	<b>6,435</b>
<b>04000 - Structural Repairs</b>	<b>276,565</b>	<b>3-30</b>	<b>1-24</b>	<b>177,620</b>	<b>193,939</b>	<b>14,359</b>
<b>04500 - Decking/Balconies</b>	<b>285,693</b>	<b>9-40</b>	<b>1-35</b>	<b>178,652</b>	<b>190,576</b>	<b>4,587</b>
<b>05000 - Roofing</b>	<b>90,360</b>	<b>10-40</b>	<b>3-19</b>	<b>59,580</b>	<b>63,792</b>	<b>3,466</b>
<b>08000 - Rehab</b>	<b>68,773</b>	<b>15-25</b>	<b>1-19</b>	<b>49,992</b>	<b>54,708</b>	<b>3,816</b>
<b>12000 - Pool</b>	<b>244,782</b>	<b>1-40</b>	<b>0-34</b>	<b>144,317</b>	<b>155,380</b>	<b>22,335</b>
<b>17000 - Tennis Court</b>	<b>111,124</b>	<b>7-21</b>	<b>4-17</b>	<b>29,142</b>	<b>38,564</b>	<b>10,628</b>
<b>17500 - Basketball / Sport Court</b>	<b>1,768</b>	<b>15-15</b>	<b>4-4</b>	<b>1,297</b>	<b>1,450</b>	<b>127</b>
<b>18000 - Landscaping</b>	<b>46,906</b>	<b>15-20</b>	<b>4-17</b>	<b>9,164</b>	<b>12,003</b>	<b>3,588</b>
<b>19000 - Fencing</b>	<b>89,400</b>	<b>18-30</b>	<b>1-26</b>	<b>35,388</b>	<b>39,503</b>	<b>4,807</b>
<b>20000 - Lighting</b>	<b>1,955</b>	<b>15-15</b>	<b>2-9</b>	<b>1,219</b>	<b>1,383</b>	<b>147</b>
<b>21000 - Signage</b>	<b>22,880</b>	<b>15-15</b>	<b>2-4</b>	<b>17,611</b>	<b>19,614</b>	<b>1,619</b>
<b>22000 - Office Equipment</b>	<b>22,136</b>	<b>1-10</b>	<b>0-5</b>	<b>15,966</b>	<b>16,364</b>	<b>3,334</b>
<b>23000 - Mechanical Equipment</b>	<b>17,887</b>	<b>10-15</b>	<b>1-3</b>	<b>14,686</b>	<b>16,424</b>	<b>1,383</b>
<b>24000 - Furnishings</b>	<b>18,443</b>	<b>5-20</b>	<b>1-14</b>	<b>12,678</b>	<b>14,473</b>	<b>1,559</b>
<b>24500 - Audio / Visual</b>	<b>1,000</b>	<b>10-10</b>	<b>0-0</b>	<b>1,000</b>	<b>103</b>	<b>97</b>
<b>24600 - Safety / Access</b>	<b>866</b>	<b>6-6</b>	<b>0-0</b>	<b>866</b>	<b>148</b>	<b>141</b>
<b>25000 - Flooring</b>	<b>47,100</b>	<b>12-22</b>	<b>3-14</b>	<b>28,074</b>	<b>31,703</b>	<b>3,300</b>
<b>25500 - Wallcoverings</b>	<b>1,614</b>	<b>25-25</b>	<b>19-19</b>	<b>387</b>	<b>463</b>	<b>101</b>
<b>26000 - Outdoor Equipment</b>	<b>85,449</b>	<b>1-25</b>	<b>1-14</b>	<b>53,945</b>	<b>61,771</b>	<b>6,991</b>
<b>27000 - Appliances</b>	<b>9,247</b>	<b>10-12</b>	<b>3-6</b>	<b>6,614</b>	<b>7,581</b>	<b>829</b>
<b>29000 - Infrastructure</b>	<b>5,881</b>	<b>30-30</b>	<b>23-23</b>	<b>1,372</b>	<b>1,608</b>	<b>337</b>
<b>30000 - Miscellaneous</b>	<b>17,968</b>	<b>10-15</b>	<b>1-4</b>	<b>13,838</b>	<b>15,893</b>	<b>1,728</b>
Totals	<b>\$1,720,666</b>			<b>\$909,873</b>	<b>\$1,005,423</b>	<b>\$105,262</b>
Estimated Ending Balance				<b>\$589,984</b>	<b>\$512,253</b>	<b>\$77.57</b>
Percent Funded				<b>64.8%</b>	<b>50.9%</b>	/Unit/year @ 1357



## California Assessment and Reserve Funding Disclosure For the Fiscal Year Ending 2023

2022 Update- 4

November 9, 2022

- (1) The regular assessment per ownership interest is     \$507.00     per year for the fiscal year beginning January 1, 2023.

*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, LLC 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 \$909,873, based in whole or in part on the last reserve study or update prepared by Browning Reserve Group, LLC as of November, 2022. The projected reserve fund cash balance at the end of the current fiscal year is \$589,984 resulting in reserves being 64.8% 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)
2023	\$1,005,423	\$512,253	50.9%
2024	\$933,733	\$362,026	38.8%
2025	\$786,277	\$332,503	42.3%
2026	\$758,908	\$239,973	31.6%
2027	\$665,992	\$341,280	51.2%

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, 2023 is \$363 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.*

$$\text{Deficiency} = \frac{\text{2023 Fully Funded Balance} - \text{2023 Reserve Ending Balance}}{\text{Ownership Interest Quantity}}$$

**§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, unless noted below:

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

2022 Update- 4

Prepared for the 2023 Fiscal Year

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Beginning Balance</b>	502,932	589,984	512,253	362,026	332,503	239,973	341,280	438,481	520,133	628,646
<b>Inflated Expenditures @ 2.5%</b>	19,571	188,477	262,997	144,652	210,401	20,059	28,707	48,806	26,662	116,846
<b>Reserve Contribution</b>	102,186	105,262	108,420	111,673	115,023	118,474	122,028	125,689	129,460	133,344
<i>Units/year @ 1357</i>	75.30	77.57	79.90	82.29	84.76	87.31	89.92	92.62	95.40	98.26
<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	0	0	0	0	0	0	0	0	0
<b>Interest Pre Tax @ 1.00%</b>	5,437	5,484	4,350	3,455	2,848	2,892	3,879	4,769	5,715	6,369
<b>Ending Balance</b>	589,984	512,253	362,026	332,503	239,973	341,280	438,481	520,133	628,646	651,513

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

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
<b>Beginning Balance</b>	651,513	765,037	681,556	764,086	860,138	875,257	1,017,641	1,141,329	1,082,344	1,144,254
<b>Inflated Expenditures @ 2.5%</b>	30,867	232,142	70,370	62,108	148,096	26,251	51,048	238,963	123,149	172,215
<b>Reserve Contribution</b>	137,344	141,464	145,708	150,079	154,581	159,218	163,995	168,915	173,982	179,201
<i>Units/year @ 1357</i>	101.21	104.25	107.38	110.60	113.91	117.33	120.85	124.48	128.21	132.06
<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>	7,048	7,197	7,192	8,081	8,634	9,417	10,741	11,063	11,078	11,477
<b>Ending Balance</b>	765,037	681,556	764,086	860,138	875,257	1,017,641	1,141,329	1,082,344	1,144,254	1,162,718

	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
<b>Beginning Balance</b>	1,162,718	1,312,192	1,352,013	1,518,062	1,382,781	1,095,151	1,094,973	1,255,761	1,451,554	1,614,079
<b>Inflated Expenditures @ 2.5%</b>	47,416	163,548	44,047	351,406	507,700	225,050	71,301	44,682	86,543	59,177
<b>Reserve Contribution</b>	184,577	190,114	195,817	201,692	207,743	213,975	220,394	227,006	233,816	240,830
<i>Units/year @ 1357</i>	136.02	140.10	144.30	148.63	153.09	157.68	162.41	167.29	172.30	177.47
<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>	12,313	13,255	14,279	14,432	12,328	10,896	11,695	13,469	15,252	17,049
<b>Ending Balance</b>	1,312,192	1,352,013	1,518,062	1,382,781	1,095,151	1,094,973	1,255,761	1,451,554	1,614,079	1,812,781

## The Glenshire/Devonshire Residents' Association, Inc. Rules



\* Rules Updated and approved by GDRA Board of Directors January 9, 2013

\* Rules Updated and approved by GDRA Board of Directors March 10, 2022 (Pg 21 Only)

THE GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION, INC.

Government Code §12956.1

**"If this document contains any restriction based on age, 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 by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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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### **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 that 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 green houses 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".

### **Section 2.03 Fences, Walls, Berms, Hedges, Kennels and Horse Corrals**

- a) All fence, wall, and horse corral locations, materials, and heights must be pre-approved by the DRC and built according to the Town of Truckee codes.
- b) An application and plans must be submitted to the DRC including;
  1. proposed location in relationship to lot and easement lines and existing structures
  2. existing structures
  3. drawing or photo of the design style, i.e. solid, split rail, picket, corral
  4. description of materials to be used.
  5. Photos as required in section 1.04(d)(3)
- c) Location & Height
  1. Owners are responsible for having property surveyed and corners of property marked prior to submittal of improvement plans.
  2. Fences, walls, or corrals constructed or maintained on easement areas as defined in the CC&R's, require approval from the respective government and/or utility agencies (Town of Truckee, PUD, TSD, etc).
  3. The DRC encourages the placement of all fences to be 6 inches inside your property line unless project is a joint neighbor effort.
  4. Front or street side fences built in setbacks will have a height of no more than 3 feet unless they are of open fence design. Open fences in front and side street setbacks may be built to 4 feet in height.
  5. Back yard fences, walls, and hedges may be constructed to a maximum of six feet in height. The six feet height limit is not to extend past the front or side of the house or garage respectively in a line parallel with any adjacent street.
  6. Fences may not be constructed as or construed to be constructed as a spite fence and as being so any approved fences are normally asked to enclose an area or serve a purpose other than as one that could be defined as being placed for spiteful reasons.
  7. Fencing adjacent to open space areas should be of a wood-rail or open wire type.

## d) Materials &amp; Construction

1. Metal gates and metal fencing are permitted provided that all galvanized metal is painted or coated except as provided by in this section under horse corrals. Chain link fencing will not be approved for any new fence or kennel construction.
2. Exposed Galvanized poles or piping of any kind must be painted or vinyl coated. Wood, galvanized field / no climb fencing, and lattice are ACCEPTABLE materials.
3. All posts wood and pipe must be spaced in Accordance with the load bearing capability of material used.
4. All fences must be framed with post and top and bottom rail.
5. Wood fences that face any street must be constructed entirely in the "good neighbor" style (panels on the exterior) or of an approved open wire type material.
6. Common property line fences are encouraged to alternate each panel in the "good neighbor" style.
7. Privacy slats in existing chain link fences must be approved by the DRC or association staff before installation.

## e) Kennels

1. Dog kennels constructed with approved (see section 2.03 (d) 1.) material and less than 120 square feet may be 6 feet in height.

## f) Horse Corrals

Galvanized horse corrals are permitted with the following restrictions:

1. Galvanized pipe corrals may not be used for perimeter fencing and are limited to a stall area and one turn out area.

## g) Landscape Berms

All landscape berms and mounds will be considered a fence and subject to the same location and height restrictions. Type of seed planting and erosion control will also be part of the approval process. Variances for location and height restrictions may be granted by the DRC on a case-by-case basis.

### **Section 3.01 Conduct of Association Members**

- a) Obnoxious or offensive activity will not be allowed on any property or any portion thereof, nor shall anything be done which shall be or become an annoyance or a nuisance to the neighborhood.
- b) No improper conduct, obscenities, verbal or physical threats by owners, residents, tenants, family and or guests will be tolerated. Actions by any person of any nature, particularly in the common area, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others are not permitted. These include noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior.
- c) GDRA Staff members are to be treated in a courteous and considerate manner at all times. No staff member shall be reprimanded, threatened, or harassed in any way by an Owner, his or her residents, tenants, family and or guests.
- d) The Association considers a violation of any of the foregoing rules a serious violation that will subject the violating Owner to immediate disciplinary action. Said disciplinary action shall include possible imposition or a monetary penalty, suspension of voting and or suspension of privileges for use of the common area association facilities.

### **Section 3.02 Smoking and drug use on Common Areas**

Smoking of any type is not allowed on any GDRA Common Areas. The illegal use of prescription or non-prescription drugs is not allowed at any time on GDRA common areas.

### **Section 3.03 Refuse**

- a) All lots shall be clean and orderly. Refuse piles, garbage, obnoxious, or offensive material shall be removed immediately.
- b) Garbage or trash containers shall be visible on collection days only. All such containers shall be protected from vandalism or upset.
- c) Location of oil or propane tanks shall comply with applicable local, state and federal regulations and be screened from view.

### **Section 3.04 Posting of materials on Common Space**

In order to preserve the aesthetics throughout the common area in the community and to inhibit littering within the community any posted materials on property owned by GDRA must have permission prior to posting. The board of Directors, the Design Review Committee or the Association management staff shall determine if items may be posted based upon: Location, duration of time, size, community benefit and any special consideration specific to proposed posting.

### **Section 3.05 Garage / Yard Sales**

- a) Garage / Yard Sales may not exceed more than one weekend in any one month period. Sale must be attended at all times by a person responsible for the event during advertised hours not to be prior to 8:00am or later than 7:00pm.
- b) At the end of the advertised event or three days, whichever occurs first, all items associated with the sale must be removed from a location that would place items in violation of CC&R 6.15, "Storage of Personal Items"
- c) At no time other than during an active Garage / Yard Sale may personal items that include but are not limited to , washers, dryers, refrigerators, exercise equipment, mattresses, bed frames, automotive parts, and others, be left in a visible location with or without a for sale sign.
- d) At anytime personal items left in a visible location, fines may be imposed per item per day until violation is corrected. Pursuant to CC&R Article XIII.

### **Section 3.06 Defensible Space**

- a) No Owner or resident shall permit any condition to exist on his or her Lot, including and without limitation; trash piles, excessive piles of pine needles / tree / yard debris or weeds, which create a fire hazard, is in violation of State or Local Fire Department regulations or is unsightly.
- b) Weeds and grasses shall be maintained to a height of no more than 6" on any lot.
- c) The Burning of organic debris shall be permitted on Lots only in compliance with all local governmental fire safety regulations. Owners are responsible to ensure conditions exist that minimizes the amount of smoke that is produced and that the drift of the smoke has minimum effect on their neighbors.

### **Section 3.07 Use of Motorized Vehicles**

The use of any motorized vehicle(s) is not permitted at anytime on any Association owned property other than designated parking areas. This includes but is not limited to the use of motorbikes, ATV and snowmobiles. Parking areas are limited to currently registered street legal vehicles operated by a licensed driver.

### **Section 3.08 Vehicle Parking and Storage**

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

- a) **Vehicle Definition:** All passenger, non commercial vehicles and trailers, including but not limited to all recreational vehicles, such as boats, personal water craft, snowmobiles, motorcycles, airplanes and their respective trailers.
- b) **Vehicle Repair:** Motor vehicle construction, reconstruction, or repairs on the property in view of the street or neighboring properties shall be limited to no more than 14 days in a given month. Work area is to be cleaned up daily while work is in progress.
- c) **Inoperable Vehicle:** Any dilapidated, unlicensed or inoperable vehicle, trailer, boat, airplane, recreational or commercial vehicle, including without limitation, a vehicle without wheels or engine, shall be stored on the property within a fully enclosed area (garage) or fully screened location approved by the DRC (fenced area). Any operable or non-operable vehicle in good physical condition may be stored in a visible location on a suitable surface with a current CA state registration. GDRA has the right to ask for a copy of current registration for any vehicle stored in a visible location.
- d) **Commercial Vehicle and Storage:**  
Commercial vehicles over 14,000gvw and their trailers shall be parked within a fully enclosed garage or screened from view using a DRC approved method. On a case-by-case basis, the Board of Directors reserves the right to determine a commercial vehicle.
- e) **Ownership of Vehicles:**  
Vehicles, trailers, etc. not owned by GDRA property owners may only be store in an enclosed garage. GDRA reserves the right to ask for registration of vehicles to determine ownership and ask that vehicles not owned by property owners be removed.
- f) **Parking Surfaces:** Additional parking and driving surfaces may be asphalt, compacted gravel / rock, wood chips or other non-bare dirt surface. All areas must be free of weeds, brush and excess storage items. At no time may vehicles be parked or regularly driven on bare dirt or lawn surfaces. Vehicles may not be regularly parked on lawns. The Board of Directors reserves the right to require additional surface material if area becomes a mud/dirt nuisance.
- g) **Parking Locations:** In addition to the garage and driveway, appropriate additional "off-street parking" locations are the back and sides of the house. Back and side yard areas may acceptable on a case-by-case basis, but all areas are subject to screening or surface improvements by the DRC. On a case-by-case basis, the Board of Directors reserves the right to limit the amount of additional parking locations and consolidate multiple parking areas. No vehicle shall be parked in such a manner as to impede or prevent ready access to any other driveway or common area entrance or exit.

- h) **On-Street Parking**: On street parking is not intended for vehicle storage or long-term parking. Enforcement will be addressed under "nuisance" and/or on case-by-case basis.
- i) **Parking on Unimproved Lots**: A vehicle may only be stored or parked on an unimproved lot only if it is screened and/or incorporated into the adjacent developed lot, which has been approved by the Design Review Committee.
- j) **Vehicle Covers**: All tarps and covers for all vehicles must be maintained in good condition. Blue or other bright colored tarps are not allowed.
- k) **Fluid Leaks**: Members must keep their driveways, Common Area, and streets in front of their lots free of fluids such as oil, radiator coolant, brake fluid, power steering fluid, transmission fluids, etc. Members who fail to do so may be fined or may be subject to a reimbursement Assessment for the cost of cleaning the affected areas.
- l) **Variances**: The Board of Directors has the power to grant variances for special circumstances that may or may not be addressed in the above guidelines.

### **Section 3.09 Animal Raising and Keeping**

Pets that may be kept within the properties are those allowed by Glenshire CC&R's and The Town of Truckee's ordinance that pertains to Animal Raising and Keeping provided that:

- a) Pets are of such nature as not to interfere with the safety and comfort of neighboring residents. This includes but is not limited to: unreasonably loud noise, noise at unreasonable hours, trespass and destruction of landscaping or personal property.
- b) Pets are not to be bred or maintained for any commercial purpose.
- c) Any violation of the Town of Truckee's code describing Animal Raising and Keeping can be enforced as a violation of GDRA's rules and regulation. The violation may also result in a formal complaint being filed to the Town of Truckee by GDRA management or board of directors.
- d) Pet owners are responsible for clean up and removal of all fecal matter deposited by their pet on land owned by GDRA. Owners may be fined for violation and charged for clean up.
- e) All Town of Truckee leash laws apply on land owned by GDRA and may be enforced by GDRA, the Town of Truckee Animal Control Department and any government agency with the authority to enforce violations of the law.
- f) Horses may only be kept on lots in unit one that are one acre or larger.

### **Section 3.10 Signs**

No permanent signs of any kind or character including commercial signs shall be permitted on any single residential lot in the Properties, with the following exceptions:

- a) Owner or occupant name and address sign not to exceed 864 square inches.
- b) For Rent or For Sale sign, not to exceed 2 feet by 3 feet in dimension and is not a visual nuisance. Such "For Rent" or "For Sale" signs may only set forth the name, address, and telephone number of the owner or Agent, the offered price if desired, and the fact that the property is "For Sale" or "For Rent" or "For Lease".

### **Section 3.11 Exterior Lighting**

All exterior lighting shall be directed downward and the light source shall be fully shielded with opaque material(s).

Illumination of all exterior lighting shall not exceed property boundaries or become a nuisance to adjacent property owners. All outside lighting, if determined to create light trespass or nuisance may be required to be shielded, relocated or removed.

For the purposes of section the word "light trespass" means being able to see a shadow produced by any one source anywhere on the neighboring property or public right of way.

### **Section 3.12 Outdoor Antenna/Satellite Dish**

The Association follows the guidelines of the Federal Communications Commission. (47 C.F.R. Section 1.4000)

The rule (47 C.F.R. Section 1.4000) has been in effect since October 1996, and it prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter, TV antennas, and wireless cable antennas. The rule prohibits most restrictions that:

- a) unreasonably delay or prevent installation, maintenance or use;
- b) unreasonably increase the cost of installation, maintenance or use; or
- c) preclude reception of an acceptable quality signal.

Forgoing the above stated:

1. Satellite dishes larger than one meter require approval from the DRC and are subject to location and screening requirements.
2. Masts higher than 12 feet above the roofline may be subject to local permitting requirements for safety purposes.
3. Satellite dishes or antennas and not attached to the main body or deck of the house may require screening / painting and can be approved by the Association office or DRC committee.

### **Section 3.13 Mail Boxes**

Mailboxes that are U.S. Postal Service approved and not offensive in nature do not require DRC approval. Location of mailbox is to be determined by the Postal Service. Neither the Association nor the Postal Service is responsible for damage to any mailbox.

- a) Installation must comply materially with the Rules & Regulations.
- b) Moveable/portable mailbox containers must be aesthetically appealing and appropriately stable for all seasons. Containers not acceptable are: plastic/metal construction/paint buckets, plastic/metal landscape shipping buckets.
- c) All mailbox structures must be maintained and repaired.



### **Section 3.14 Foundations**

Foundations must be painted to match the house and / or complement the house color. Exposed foundation walls may be covered with approved stone/rock or similar material that complements the construction and colors of the house.

### **Section 3.15 Tarps**

All visible exterior tarps shall be of a natural or neutral color. Recommended colors include: Camouflage, and brown. Colors not allowed include: Blue, Orange, Red or other bright colors that have sharp contrasts the surroundings or adjoining residences

### **Section 3.16 Trees**

Trees with a trunk larger than 10" in diameter, measured 36" above grade, shall only be removed with prior DRC or GDRA General Manager approval. An application may be required to be submitted for tree removal on all lots, developed or undeveloped. A plot plan showing existing structures, easements and plot lines should be submitted with a cover letter stating reasons for tree removal. Because of Fire and Safety reasons, removal of any tree within ten (10) feet of the house foundation will be grounds for approval. Replacement tree(s), on or off property sight, may be required by the DRC or GDRA staff on a case-by-case basis.

### **Section 4.01 Variances**

Variances, regarding set-back lines, fences and walls, and any provisions defined in the CC&Rs, from these rules and regulations will be considered by the DRC upon receipt of a written request from the owner outlining his specific reasons for the variance request in accordance with the CC&R titled "Variance" No variances may be granted to

rules that are defined in the CC&R's. A variance granted to one individual shall not be considered a precedent for other such requests. Each case will be considered on its own merit.

### **Section 4.02 Projects Eligible for Expedited Approval**

In order to expedite the processing of applications for minor projects or projects designed in accordance with specifications of the Guidelines, the following categories of improvement may be approved pending notification to neighbors, by the Association staff.

- a) Split rail and/or landscape fences less than 4 feet in height.
- b) Owner/Occupant name/address signs larger than 864 square inches.
- c) Sheds/play structures (120 square feet or less), windows, small decks.
- d) Small retaining walls.
- e) Tree removal

### **Section 4.03 Transferability of DRC Permits**

If there is a change in ownership at any time between submittal of the DRC application and commencement of building, the new owner must submit a new application for the issuance of a DRC permit, even though the same plan may be proposed to be used by the new owner. New periods of commencement and completion shall begin with the new approval. Any changes would require a new application, fees and review process.

#### **Section 4.04 Appeal Procedures**

- a) By Applicant. In the event that the DRC disapproves or conditions plans and specifications, the lot owner may appeal the decision of said DRC to the Glenshire Devonshire Residents Association Board by filing a petition in writing within ten days after being notified of disapproval or conditioning stating reasons for the appeal. Said Board shall, thereafter, and within thirty days, conduct a review of the matter de novo. The Board shall have an additional thirty days within which to consider the matter and will advise the appellant of its decision within ten days after the expiration of said thirty-day period.
- b) By Neighbor. If the DRC does not render its decision at the meeting at which the neighbor who has made comments is present, then a written notice of that decision shall be posted by the DRC at the Association's Offices. Such neighbor shall be deemed to have received notice of Decision.
1. at the time of the meeting, if the DRC announced its decision in the neighbor's presence, or
  2. at the time of the posting of the notice. In the event that an affected neighbor objects to a decision of the DRC, such neighbor may appeal the decision of said DRC to the Glenshire Devonshire Resident's Association Board by filing a petition in writing with the General Manager of the Association within 48 hours of actual knowledge of the decision; provided, however, that such neighbor shall not be entitled to appeal the decision unless such neighbor submitted oral or written comments to the DRC at or prior to the first DRC meeting for which the neighbor received notice. The appeal petition shall describe briefly the reason or reasons for the appeal. The Board shall, no sooner than five (5) days and no later than fifteen (15) days thereafter, conduct a review of the matter de novo. The General Manager shall provide the appealing neighbor and the lot owner 72-hour prior posted notice in the manner previously described in these Rules of the Board meeting at which such review shall occur. The Board shall issue a brief written decision and shall post a copy of the decision at the association's offices within five (5) days of such decision. If a neighbor appeals a decision of the DRC, the lot owner shall cease all construction until the Board has rendered a decision.

#### **Section 5.01 Election procedures**

Certain aspects of Election procedures in common Interest Developments are required by Civil Code 1363.03 This section is not to preclude the section on voting established in the Glenshire Bylaw or as required by any new or existing laws.

#### **Section 5.02 Equal Access to Association media**

- a) Upon nomination to run for the GDRA board of directors all qualified candidates will have access to publish a standard biographical sketch, not to exceed 150 words, in the August addition of the official GDRA news publication at this time known as "The Shire". This may be accompanied by a single photo of the nominee. The layout of the biography and photo shall be chosen by the Association Management and equal to all candidates.
- b) Candidates shall also have one time access to publish the same biographical sketch and photo in an official electronically distributed newsletter. GDRA management has the right to electronically distribute this information a single time, at a time of their choosing, to be the same for all candidates, between the times the candidates are nominated and the annual election.
- c) The content of the candidate's biographical sketch may not be edited or redacted so long as the content is reasonably related to the election and is not in violation of the Associations Conduct rules.

- d) In order for Candidate to have their names printed on the ballot they must have nomination papers filed at the association offices by the Friday proceeding the normally scheduled July GDRA board meeting.

### **Section 5.03 Candidate access to Association common area**

- a) All qualified candidates shall have a single time access of use of the Clubhouse for campaigning purposes at no charge. This is in addition to the "Candidate meeting" normally scheduled in August. Rules and terms of use apply during candidate use of Clubhouse.
- b) Candidates may place no more than 25 campaign signs on GDRA common space during any one election. Signs may not exceed 18"X24" in size. Signs may not be placed more than 45 days preceding an election and must be removed within 15 days after the election. Signs may not interfere with the daily operations of the Association.
- c) Candidates may place one campaign poster, not to exceed 8.5"X 11" in a bulletin board maintained by the Association. Location must be approved by GDRA management staff.

### **Section 5.04 Campaign funding**

As described in CA Civil Code 1363.04 Association funds shall not be used for campaign purposes in connection with any association board election.

### **Section 5.05 Nomination of Directors**

- a) In order to be eligible for nomination and election to the board, the Association secretary must certify that the candidate is a Member is in good standing with the Association and is current in the payment of his or her Assessments, both at the time of nomination and election.
- b) Candidate Qualification & Eligibility: The Board of Directors shall consist of five (5) persons who shall be Owners of Lots who:
1. Must be a property owner of the GDRA Association.
  2. Only one Owner per lot or multiple lots may serve on the board at the same time.
  3. Owner must be documented on the Grant Deed and own at least 25% of interest.
  4. Married couples may not serve on the board at the same time.
  5. Property is in compliance.
  6. Is not engaged in legal action with the Association.
  7. Submitted an Application before designated deadline advertised in "The Shire or Association web site.
  8. Member must be in "good standing". "Good Standing" is defined as; all annual assessments, special assessments, fines are paid in full and the member is not subject to any suspension of membership rights based on the above.
- c) Nomination Process: Any member that meets the qualifications stated in section (b) is eligible to run for a vacancy in the annual board of director election.

The Association will announce to membership through association media when applications are available and the deadline to submit an application. The announcement will not be less than 45 days of the deadline to submit for candidacy.

- d) Voting Material: The ballot or proxy is not to be signed by the owner, but is to be placed in the "ballot envelope", which is then seal and placed in the envelope address to the Election Inspector.

***If voting owner is concerned about Identity Fraud and does not want to sign the outside of the Election Inspector Envelope, the owner may sign the ballot or proxy and release the Association of any "Secret Ballot" liability. Membership should know ballots will only be viewed by the Election Inspector(s) unless so ordered by legal action.***

#### **Section 5.06 Election Recount:**

Only the board or candidate may request a recount. In order for a recount to occur the differential between candidates must be twenty (20) votes or less. A \$500 deposit by the candidate must be paid to cover the cost occurred by the inspectors. If the recount changes the outcome of the election the deposit will be refunded in full.

#### **Section 5.07 Selection of Election Inspectors:**

The GDRA Board of Directors will appoint one or three election inspectors at an open meeting and prior to the distribution of the ballot material to membership. The Board may appoint the Association manager, Administrative Assistant, legal counsel or the associations CPA or any other party the Association has a contract with providing they are not a board member, nominee, or related to a nominee running for the board. Any accountant retained to perform such services shall have the full powers of an inspector of elections appointed by the Board pursuant to section 7614 of the California Corporations Code.

The voting power of the Association is 1357. The inspectors shall determine the number of voters entitled to vote. One ballot is permitted for each lot owned. Cumulative voting is not allowed. One vote is allowed for each board vacancy or ballot measure. No minimum quorum is required.

- a) Record Date: The record date for members entitled to receive notice of any election, as well as entitled to vote shall be twenty-four (24) hours before the election. It will be the owner's responsibility to provide proof of ownership if the Association has not received documentation from the title company regarding a change in ownership. Any owner who has not paid their annual assessment or is not in "good standing" their ballot will not be counted.
- b) Tabulation of votes: The tabulation and counting of the votes by the inspectors of the election shall be conducted at a properly noticed meeting of the board of directors. No person, including any member of the association shall open or otherwise review any ballot or proxy prior to the time and place at which the ballots are counted and tabulated by the inspectors of the election.

#### **Section 5.08 Member Voting Rights**

On each matter submitted to a vote of the Members, whether at a meeting of the membership called and held pursuant to the provisions of the GDRA Bylaws or otherwise, each Member shall be entitled to cast one vote for each Lot owned by such Member. Single memberships in which two or more persons have an indivisible interest shall be voted as provided in the GDRA Bylaws.

#### **Section 5.09 Eligibility to Vote**

Only Members in good standing shall be entitled to vote at any membership meeting. In order to be in good standing, a Member must be current in the payment of all assessments levied with respect to the Member's Lot to which the assessment obligation is appurtenant and the Member cannot be subject to a suspension of voting privileges or other disciplinary measure (such as a suspension of rights to use recreation amenities) as a result of any disciplinary proceeding. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of assessments, although a delinquent Member shall be entitled to request such a hearing in accordance with the Declaration. When a person owns more than one Lot within the Properties, that person's eligibility to vote may be suspended as to any Lot for which assessments are delinquent, however the right to vote memberships appurtenant to Lots that are not delinquent shall continue. In addition, an Owner who is

delinquent as to some Lots owned may be suspended from all use of recreational Common Facilities until the delinquencies are cured, even if the same Owner is current in the payment of assessments on other Lots.

### **Section 6.01 Severability**

Invalidation of any one, or any part, of these rules and regulations shall in no way affect any other provisions, which shall remain in full force and effect.

### **Section 6.02 Enforcement and Attorney's Fees**

Enforcement of GDRA's Covenants and Restrictions and rules and regulations shall be by any proceeding law or in equity to restrain violation and/or to recover damages, and/or applicable fines and to enforce any lien. In the event an action is maintained to enforce any of the deed restrictions or rules provided herein, a person found in violation thereof, shall be required to pay such sums as the court may fix as reasonable attorney's fees and costs. The Board of Directors is authorized to impose a fine or penalty (see schedule) in an amount based upon but not limited to the damage schedule. The fine may include the amount expended by the Association including administrative costs and attorney's fees, in bringing the owner's lot into compliance.

In cases of egregious violations or violations that have not been resolved in a reasonable period of time, (as defined by the GDRA board of Directors) fine amounts may exceed the amounts listed in the damage schedule.

The Bylaws stipulate that the rights of membership are subject to compliance with the Rules as adopted and amended from time to time, including rules requiring that each member maintain his lot and all improvements thereon in good condition and repair.

If Rules, the CC&R's and/or Bylaws are violated, the member is entitled to a hearing before the Board of Directors prior to suspension of membership rights. Membership rights would be suspended for the period from hearing date until correction of subject violation. (See Article XIII of the Bylaws.)

### **Section 6.03 Limitation on Liability and Non-Waiver**

Neither the Association, the DRC, the Board of Directors of the Association, the Manager, the Assistant Manager, Association staff nor any member thereof shall be liable to any persons or entities for any damage, injuries, loss or prejudice suffered or claimed on account of:

- a) The approval or rejection of, or the failure to approve or reject any plans, drawings, or specifications, whether or not defective.
- b) Construction or performance of any improvement project, whether or not pursuant to approved plans, drawings or specifications.
- c) The development of any Lot within the properties.
- d) The execution of a compliance certificate pursuant to Article V Section 5.14 of the CC&R's.

The approval of the DRC of any plans, drawings, or specifications for any work done or proposed, or in connections with any other matter, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter. Failure by the DRC to enforce any Covenant or Restriction or any rule or regulation shall in no event be deemed a waiver of the right to do so thereafter.

GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION, INC.  
 DESIGN REVIEW COMMITTEE (DRC)  
 FEE AND COMPLIANCE DEPOSIT SCHEDULE  
 (Effective 4/1/2022)

TYPE OF IMPROVEMENT OR APPLICATION	PLAN/SITE REVIEW FEE	DEPOSIT	TOTAL
House or ADU	\$ 1,500	\$ 3,000	\$ 4,500
Garage, additions, or other non-habitable structure larger than 120 square feet	\$ 1,000	\$ 2,000	\$ 3,000
Sheds, additions, or other structures up to 120 sq. ft. outside existing house/eave footprint	\$ 300	\$ 500	\$ 800
Fences, earthen berms, new decks, kennels, landscaping entailing equipment grading	\$ 300	\$ 500	\$ 800
Miscellaneous (some examples: painting; new windows, doors, roofs; enclosing area below deck)	\$ 100	\$ 250	\$ 350
Permit extension*	\$ 100		\$ 100
Re-Inspections	\$ 125		\$ 125/visit
Tree removal (>10" dbh; per application not per tree)	\$ 100	\$ 250	\$ 350
Non-compliant work sites [or Improvements made without application for DRC review if required by CC&Rs or Rules?]	up to \$50 per incident per day		
Application for variance	\$ 100	\$ 100	\$ 200

**NOTE: A single DRC application, or multiple applications submitted for more than one Improvement will be processed under whichever is the highest single fee and deposit that pertain, provided that the complete application(s) fully specifies all of the Improvements together, and that the site markings for all can be reviewed by GDRA during a single site visit prior to DRC review, and that all Improvements are completed so that one single final site visit will suffice.**

Improvement Fee/Deposit/Permit Extension Policy

Improvement fee includes administration processing, one preliminary site inspection and one final site inspection. Additional onsite inspections will be a \$125 charge and deducted from the deposit. In the event of an incomplete application, revision of unapproved application, or Improvement not matching application, GDRA staff or other costs for identification of missing information, inconsistencies with Rules or between application and actual construction, and re-review of addenda will be deducted from the deposit.

\*PERMIT EXTENSION: A one-time extension may be granted for one year providing the project has been started. CC&R 5.09 If project has not been started the applicant must resubmit and pay the current administration fee again. The Deposit will be not be forfeited.

If fines or damages exceed the deposit the property owner is responsible for all additional costs or fines, which if unpaid may be levied, along with other costs to gain compliance, as a Special Individual Assessment (CC&R 4.04). The financial responsibility for all charges and/or fines is not limited to the deposit amount.