

Julian Estates Property Owners' Association
"Private Road and Fuel Break Maintenance Agreement" dated April 5, 1987

Proposed Amendment dated January 31, 2004

The purpose of this amendment is to modify page 2 #2 of the original "agreement" and clarifies that the responsibility for maintaining the required fuel break on each parcel rests with the owner of that property. It is agreed and understood that the fuel break includes a 50 ft. area adjacent to the edge of the paved road. This area ("fuel break") is subject to all requirements by the California Division of Forestry as noted in #4 of the original Agreement. Specifically, brush must be cleared and tree limbs must be removed to a 10' height, ^{on mature trees.} In addition, all property owners are required to remove all dead trees within the fuel break and any dead trees outside the easement that could fall on/across the road. The Association shall elect a Fire Protection Committee of no less than three owners who will ^{annually} ~~periodically~~ inspect the fuel break and make recommendations to the Association's Chairperson. A member of the Julian Cuyamaca Fire District or Calif. Division of Forestry will also be invited to survey areas of concern and share their expertise with "the committee". If a property is not in compliance the Chairperson shall send a certified letter detailing the non-compliance and requesting the owner meet the standards set forth in this Agreement by responding to the Chair within 30 days. Work must commence with progress toward timely completion by the owner's contractor within 60 days of the certified letter mailing date. Since the Association is ultimately responsible to the County for maintaining this Agreement, when necessary, the Association will take action against a non-responsive owner by commissioning the work to be done and institute legal action to recover costs associated with the work and any necessary legal expenses. Any contractor hired by the Association shall carry liability insurance including Workers Compensation if required by state law and indemnify and hold harmless the Association and/or lot owners for any injuries, damages, expenses or loss arising from or related to maintenance of the fuel break.

The following signators support approval of this amendment on 1/31/04 and represent a majority of property owners of the 41 sites as required in the original Agreement, page 5, #16.

By: R. Drewery
Richard Drewery #12
Print Name and Lot #

By: W. M. Page
William M. Page #6
Print Name and Lot #

By: Lee R. Stucky
Lee Stucky #5
Print Name and Lot #

By: Donald R. Garrett
Donald R. Garrett
Print Name and Lot # 21

By: Mark Bressler
Mark Bressler Lot 4
Print Name and Lot #

By: Michael W. Gull
Michael W. Gull Lot 18
Print Name and Lot #

By: Michael W Gallo
Michael W Gallo Lot #19
Print Name and Lot #

By: Dick Macres
Dick Macres 24
Print Name and Lot #

By: Dick Macres
Dick Macres 29
Print Name and Lot #

By: Dick Macres for Mark Churness
Mark Churness Lot 36
Print Name and Lot #

By: Carole Sansregret
CAROLE SANCREGRET #8
Print Name and Lot #

By: Debra A. Greenfield
Debra A. Greenfield #9
Print Name and Lot #

By: Ted Sancker
TED SANCKER
Print Name and Lot # 27

By: Howard C Jones
Howard C Jones
Print Name and Lot # 11

By: Robert V Disor
Robert V Disor #28
Print Name and Lot #

By: Rose Steadman
ROSE STEADMAN #2
Print Name and Lot #

By: Rose Steadman
 $\frac{1}{2}$ ROSE STEADMAN
 $\frac{1}{2}$ PATRICK BROWN #30
Print Name and Lot #

By: Mary Morris
MARY MORRIS #16
Print Name and Lot #

By: Denise Haugenstein
M. Carol Ruffell
Denise Haugenstein
Print Name and Lot #
Proxy #15
from but Mary Morris

By: Cheryl S. Brown
Cheryl S. Brown #1
Print Name and Lot #

By: Michael A. Fonger
Michael A. Fonger #23
Print Name and Lot #

By: R.R. Smith
Robert R. Smith #13
Print Name and Lot #

By: Cheryl S. Brown for Tim & Judy Peterson
Tim & Judy Peterson #10
by Proxy
Print Name and Lot #