

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

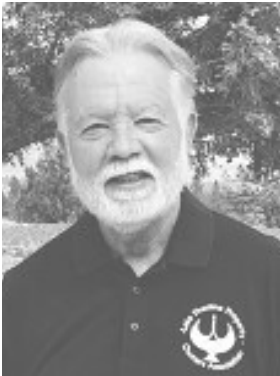
Membership Newsletter — May 2023



In This Issue President's Message * Police Chief Report * GM's Message

- * Nominations of Citizen of the Year * Deferred Maintenance * Project Process * Courtesy Notice
- * Annual Budget / Reserve Funding * Annual Policy * Annual Insurance Disclosure * Member Rights
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President's Message



Happy Spring to all of you out there. It is the time of year when hope springs eternal. The longer days and warmer weather surely is a welcome relief from the cold and wintry weather. Don't get me wrong, we needed the precipitation, but a change of pace might put a smile on your face, it does mine.

I wanted to let all of you know that the LSPOA has created a new website solely for the LSPOA standing on its own. I am so excited about it. The site is LakeShastina.org. It is loaded with information of pertinence to our area. The best new feature of the site to me is the X-Press Bill Pay. By simply clicking on the Pay Now button on the web page you can log in your information and pay your bill on-line. No more having to write checks and drop them off at the Admin. Bldg. Wow! I'm impressed. I for one will certainly be using it for sure. Additionally, pictures of the Staff are included so you can see the faces of whom you might need to talk to. These include the Administrative Staff, Board Members as well as ECC Members. I think this gives the site a very personal touch. You can also find the CC&R Compliance Documents. These can come in handy for sure. There's a lot more than that at the site so take a look and check it out. We have

Heidi, our Administration Assistant, to thank for its creation and impressive presence. Coral, our General Manager, certainly played a big part in getting it going. Thanks to you both and all that contributed to it.

The LSPOA Administrative Office remains in good shape. Coral is doing a fine job as the Manager overseeing all that is going on and that's a tall order. Heidi, our Admin. Asst., continues to progress well in her new job and we appreciate all that she does for us. Lastly, but not to be forgotten, is Kari, our Compliance Officer, who works tirelessly through mounds of violations and many other duties with great skill and ability to help make our community a better place. Thanks to all three of you for all that you do for the LSPOA.

Finally, I wish all of you in the community a safe and happy Spring and Summer! May all of you be well and stay well!

Dwayne Chandler
LSPOA Board President

Chief Bullington Report

Today we hosted a county wide meeting on last year's fire evacuations and planning for future ones. It's not a noble thing to say, but by the fourth one, we got pretty good at it. What I mean is we learned from our mistakes and improved. Other fire and law enforcement leaders met, and we discussed what we had learned from each other's fires.

First, you as a citizen need to be ready to evacuate for two weeks of being away from your home. Many persons (as did my own family) thought that we would evacuate for a few days. Read the fire safe council's "Greater Lake Shastina Emergency Preparedness Handbook" on what you should have ready. Availability is pending. Respect the mandatory evacuation orders. By staying behind you may have an emergency that we must pull valuable resources off the line to help you. When you are allowed to come back to your home, respect the "road closed" signs. This is an area you are not allowed to come back into due to active fire, dangerous trees, fire personnel doing their job, etc.

Get the Zone Haven aware and the code red applications on your smart phones. Know your zone and what is happening, be it advisory or mandatory evacuation notices. It will show where roads are closed and where to go for a shelter.

I leave you with a few quick reminders: don't feed the deer, have your dog on a leash when not on your property, look around you and enjoy the beautiful place we call home.



ZONEHAVEN
A Genasys company.

General Manager's Report



Finally, Spring has sprung. Seeing the white cap mountains surrounding Lake Shastina is one of the reasons why we all live here. I hope the snow lingers all summer. Our beauty and topography are number one compared to most areas in the world. Hoy Park is greening up nicely after the newly seeded grass and fertilizer has been put down. I see families coming and appreciating the playground areas and several are resuming their walks with their pets while soaking up this great weather. I see more people meeting at the Community Center and Boat Dock to take advantage of the full lake and what excitement the day might bring.

I took this position in October 2022. Back then we had just experienced the Mill Fire that changed Lake Shastina forever. We have all known Lake Shastina to be untouchable due to our dependable and devoted Fire Department. For many years, the lake filled up every year, but now things have changed. We've gone many years without a full lake and smokey skies to find ourselves back with a full lake again. Life goes in cycles.....

My General Manager's main message this year is for everyone to be patient and understanding to our neighbors and community. We have all been through so much that getting back to normal will take some time. I hear the frustration from people who wish everything was cleaned up and back to normal and then I hear of those who struggle to meet compliance with those goals. Love and compassion are the strongest traits we all can hold. We pray for our community and our neighbors to get back on their feet and start a new season in their life. Building community, volunteering and doing good deeds will move us in the right direction.

I will continue with my commitment to maintain and improve our Property Owners Association. We will continue to work on outside projects at the Community Center and start the planting process at the Main Entrance this next fiscal year. My door is always open for questions or suggestions.

Happy Spring!

Coral

Nominations for Citizen of the Year 2023

▶ Celebrate an individual or group that has demonstrated a generous community spirit, gives to the community unselfishly creating a more dignified, unique place in which we all live.

▶ The deadline for submitting names and a brief statement of support is **June 30, 2023**.

▶ To nominate someone please fill out the form on our website or mail your submittal to, or drop off at, the Administration office. Anonymous nominations will not be accepted. All nominations received will be forwarded to the Board who will select the winner in July and recognize them at the August Annual Meeting.

Office Hours:

Monday — Thursday 8am — 5pm

Closed Fridays, weekends and major holidays.

(530) 938—3281

FY 2023-2024 Deferred Maintenance Explanation

Asphalt – Repair 1.5% \$ 241,000

No major repairs were required in this year’s road project.

Elk Trail Asphalt Resurface \$ 129,000

The road is in good condition, can wait another yr.

Information Kiosks – Replace \$ 6,010

Wood Signs and Benches \$ 21,650

CCB Tile Roof – Replace \$ 42,700

CCB Furniture(chairs) \$ 8,650

No Chairs require replacement.

CCB Furniture(tables) \$ 8,650

No Tables require replacement.

Hoy Park Picnic Tables – Partial Replace \$ 8,120

Picnic tables are being refinished. They don’t require replacement.

Asphalt – Seal /Repair \$ 4,165

Asphalt Walkways -Repair \$ 2,580

Pet Stations – Replace \$ 2,180

Hoy Park Play Surface – Replenish \$ 12,200

Comp Shingle Roof – Replace \$ 7,820

Tractor –#41 \$ 66,850

Light Maintenance and parts

Router – Light Maintenance \$ 2,300

Utility Trailer – Good Condition \$ 2,300

The Lake Shastina Property Owners Association has no current outstanding loans or debt.



Spring is here! Improvements are on the rise to create comfortable space at our homes. Most sprucing up and minor landscape projects don't require Association involvement. However, there is a process for a few common projects. That process begins with **submitting an application**: See website – lakeshastina.org

1. The application and deposit/fees must be received by noon on the Wednesday prior to the meeting to be placed on the agenda.
2. The project layout must be complete at the time of application. Project layout requirements include:
 - a) **Property pins must be located, uncovered, and marked for inspection.**
 - b) The project site must be marked. For example, if you are placing a shed on your lot, place marker stakes where the four corners of the building will be located. Proposed fence lines must be marked with stakes and string.
 - c) Re-paint projects require submission of paint samples with the application. Re-roof projects require submission of roofing material samples.
3. Prior to the ECC meeting, an ECC member will inspect your project. The inspection will include property pins, site location of the proposed project, and project compliance with "Covenants, Conditions and Restrictions" based on the description in the application.
4. The ECC member will make their recommendation to the committee for consideration.
5. If approved, the Applicant/Owner is notified by mail. Notification is by email if an email address is provided. A courtesy telephone notification is also attempted.
6. If NOT approved, the applicant/owner is notified of the corrections required.
7. All applications are valid for one year from the date of approval. If required, applicants may request a time extension.
8. Upon completion, the applicant must submit a Notice of Completion/ Deposit Refund Request for Final Inspection.
9. The ECC member will inspect the project for compliance. If approved, the deposit is returned to the applicant. If denied, the applicant is notified, with the reasons for denial specified. A reinspection fee is imposed for each denial.

The "Covenants, Conditions and Restrictions" and the "Architectural Rules" of the LSPOA contain all standards and material descriptions required to maintain compliance. These documents are available at the Association office and at lakeshastina.org. A thorough review of these requirements prior to plan submission will help to avoid delays and problems.

The Environmental Control Committee is composed entirely of volunteers. They donate a significant amount of their time to ensure our community remains a desirable place for you to call home. Please remember that these folks are your neighbors.

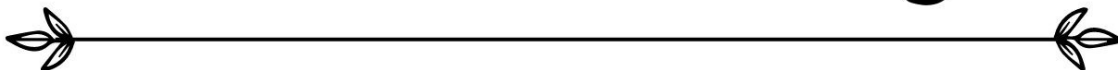


Pay your bills online!

Xpress bill pay is now available to all POA members. See website for more information.

Check out LSPOA's new website!

lakeshastina.org



Make sure to check out CSD's updated website: lakeshastina.com

What to Do If You Get A Courtesy Notice?

A Courtesy Notice is a letter to let you know you are out of compliance with one or more CCR's. The main reason we send these out is to open communication with the homeowner and to assist them with the violation. The best thing you can do is call us or schedule a visit to work out a plan to resolve the violation. Most Courtesy Letter issues are simple and can be resolved quickly. Others a visit works best to set up a plan.

If you get a Courtesy Notice please contact Kari Moser, CO with questions at lsपोacmpl@lakeshastina.com or 530-938-3281, ext. 102.

Lake Shastina Property Owner's Association

16320 Everhart Drive, Weed, CA 96094-9400
Phone: (530) 938-3281 Fax: (530) 938-4739 e-mail: lsपोadmin@lakeshastina.com
Web Site: www.lakeshastina.com

Environmental Control Committee (ECC) ***COURTESY NOTICE***

Ima Sample
1000 Tree Lane
Weed, CA 96094

ID: 0000

Date: 1/1/1111

To: OWNER

Re: Governing Documents Violation(s)- PERMIT REQUIRED
Address: 1000 Tree Lane
Unit 00, Lot 00; APN 001-002-003; Account #000000001

An inspection of the above property disclosed CC&R violation(s) indicated below:
Violation of Article V, Section 5.1 Installation of Fence Without ECC Approval

Index: 0001

The purpose of this notice is to inform you of the violation(s) and to encourage the voluntary correction of the above violation(s) without the need for further action. To avoid such action, you must contact the Association within thirty (30) days from the date of this notice to obtain the proper applications and/or permits.

Please contact the LSPOA Administrative Office as soon as possible at (530) 938-3281 x 101 to discuss plans to bring the above mentioned violation(s) into compliance with the Lake Shastina Governing Documents.

Failure to correct the violation(s) may result in Disciplinary Actions such as: Written notification to attend a Hearing with the LSPOA Board; Fines per exhibit A, Schedule of Monetary Penalties; Suspension of Rights; or Legal Proceedings per Article XIII, Section 13.6.

Environmental Control Committee
LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

What is a Member Inspection Request?

This is an inspection the LSPOA Compliance Officer will do free of charge for a homeowner to have proof the property is in compliance with the CCR's. In addition it will re-assure a new potential buyer that no violations are present at the time of purchase. Location of property pins is necessary for new projects on your property. In addition the Compliance Officer will look for **(Not Locate)** any visible property pins and note them on the report. Often property pins are under the surface, but sometimes a licensed Land Surveyor will need to be hired to locate the property pins. This report is a valuable tool for any homeowner. See the form below. Contact Kari Moser, CO with questions at lsपोacmpl@lakeshastina.com or 530-938-3281, ext. 102.



LAKE SHASTINA PROPERTY OWNERS ASSOCIATION **MEMBER INSPECTION REQUEST**

OWNER SIGNATURE IS REQUIRED

Updated 10/26/2020

I, _____ Owner of the property below, request a property inspection by Lake Shastina Property Owners Association for compliance issues (approvals, current or potential violations)

Property is located at _____ Unit _____ Lot _____ Phone No. _____

Visual property inspections are provided as a courtesy to owners in Lake Shastina. This document contains a list of those violations observed on the property at the date and time of the inspection. Under no circumstance shall this document be interpreted as a representation or guarantee that the property inspected is free and clear of any and all violations that are not otherwise noted. No representation is being made by the Association, its directors, officers, employees or agents as to the status of the property at any date or time after the date and time of the inspection indicated on this document.

When completed LSPOA representative may release the complete form to my realtor/agent listed below: (Print Name of Realtor/Agent)

Realtor/ Agent: _____ Owner Initial _____ Realtor/ Agent: _____ Owner Initial _____

Owner Signature _____

Date _____

Association shall attempt to accomplish this in 5 workdays. DATE OF CLOSE OF ESCROW: _____

FOR ASSOCIATION OFFICE USE ONLY

Inspection Date: _____ Time: _____ Inspected By: _____

INSPECTION FINDINGS

***Final inspection is required by ECC when applications for home construction, modifications, or additions are completed.**

Has final inspection of property for home construction been completed by ECC? Yes _____ No _____ Date: _____

If no, Describe: _____

Have all applications for property improvements/modification or additions been final inspected and closed? Yes _____ No _____

Date: _____ Describe: _____

PROPERTY PINS

Are all property pins visible? Yes _____ No _____ Date: _____

Describe: _____

***Future improvements require location of all property pins.**

VIOLATIONS

Any violations identified during inspection? Yes _____ No _____ If yes, number of items listed _____

Please see page 2 for listing of items that need attention.

***Open violations may result in owner being required to bring property into compliance which may incur fines.**

If you would like to review findings, please call Association CC & R compliance officer for appointment 530-938-3281.

Your Environmental Control Committee (ECC) Responsibility

The general purpose of an architectural committee is to ensure compliance with architectural standards established by the association. In planned developments, an architectural committee is primarily concerned with exterior aesthetics. The following is the kinds of issues that a committee would regulate.

Lot setback requirements

Structure placement

Structure height

Structure design

Paint colors

Roofing materials

Porch

Decks

Pergola

Siding

Windows

Doors

Dog kennel

Fencing, Privacy fencing, Garden

fence

Greenhouse

Shed

Concrete driveway

Landscaping, solar panels, etc.

Basis for Approval:

1. The Owner's plans and specifications conform to the Architectural Rules.
2. The Improvement will be in harmony with the external design of other structures and/or landscaping within the Properties.
3. The Improvement, as a result of its appearance, location or anticipated use, will not interfere with the reasonable enjoyment of any other Owner of his or her property; and
4. The proposed Improvement(s), if approved, will otherwise be consistent with the architectural and aesthetic standards prevailing within the Properties and with the overall plan and scheme of development within the Properties.

Aesthetic Standards. One of the functions of an architectural committee is to make subjective decisions about aesthetics. This is a recognized function of the committee and their decisions on such issues control even where an owner may strongly disagree.

"attractiveness" and "artistry" are, like beauty, well within the eye of the beholder. fn. 11 Such qualities have never been measurable or quantifiable. Therefore, we conclude as a matter of law the Association and its subordinate entities maintain the power under their enabling covenant to apply both subjective and objective criteria when evaluating the merit of proposed improvements to covenant property. (Clark v. Rancho Santa Fe Assn. (1989) 216 Cal.App.3d 606, 619.)

...where the record indicates the Art Jury and Board acted within the authority granted to it by the Covenant, pursuant to a reasonable investigation, in the best interests of the community and not in an arbitrary manner, we will respect and uphold their decisions. ...The Board's action upholding the Art Jury's decision was also well within its discretion and authority. The Board is empowered to rely upon the Art Jury's recommendation. (Dolan-King v. Rancho Santa Fe Assn. (2000) 81 Cal.App.4th 965, 979-980.)

Separate Approvals. Because an association's architectural committee and a city/county building department are separate jurisdictions, an owner must separately get approval from each. In other words, obtaining a building permit from the city does not confer approval by the association. An owner must separately submit plans to and receive approval from the association and vice versa.

Code Compliance. Ensuring compliance with state and local building codes is not a duty of an association or its architectural committee. Board and committee members are volunteers with no expertise in building codes and no jurisdiction over their enforcement. Code compliance is the duty of the city or county building department, whichever one is applicable.

**LAKE SHASTINA PROPERTY OWNERS ASSOCIATION
2023/2024 PRO FORMA BUDGET SUMMARY
ORIGINAL APPROVAL DATE: 5/10/2023**

	2023/2024
<u>OPERATING REVENUES</u>	
Assessments Levied	1,033,200
Allocated to Reserves Replacement Fund	(639,000)
Late Payment Revenue	132,278
Interest Income	4,000
Misc. Operational/Non-Operational Income	79,535
TOTAL REVENUES	610,013
 <u>OPERATING EXPENSES</u>	
Maintenance Expense	
Labor	175,017
Vehicles, Equipment, Shop, CCB, Boat Dock, MBU	29,053
Roads/Rights of Way	16,548
Greenbelts (includes Park, Walking trails & Fire Abatement)	2,629
Sub-Total Maintenance Expense	223,247
 Administrative Expense	
Labor (includes Admin, CCRCO, & CSD Labor Reimbursement)	315,917
Office Expenses	22,505
Newsletter	5,250
Legal & Accounting	24,349
Insurance (Liability and Workmen's Compensation)	18,655
Sub-Total Administrative Expense	386,676
 TOTAL OPERATING EXPENSE	
	609,923
 Savings Transfer from prior year Operating Revenues	
 <u>EXCESS REVENUE (EXPENSE)</u>	 90

The Lake Shastina Property Owners Association
does not have any outstanding loans as of 5/10/2023

**LAKE SHASTINA PROPERTY OWNERS ASSOCIATION
RESERVE BUDGET 2023/2024**

Lake Shastina Property Owners Association Reserves	BUDGET 2023-2024
Reserve Revenue	
Beginning Reserve Balance 5/9/23	3,760,405
5081000 - Interest Earnings - RSV	37,604
SUBTOTAL	3,798,009

RESERVE REVENUE SET ASIDE	
4001010 - Reserve Fund	639,000
TOTAL RESERVE REVENUE	4,437,009

Capital Purchases & Expenditures		
General/Common:		
Concrete Drive/Aprons - Repair	5,000	
Asphalt - Chip Seal (phase 5)	336,000	
Mailboxes - Repair 10%	5,000	
Walking Trails - Tune-up	3,640	
Main Entry - Refurbish	17,000	
Main Entry Landscape - Replenish	6,000	
Street Signs - Partial Replace	4,460	Total:
Boat Dock Deck - Replacement	4,780	\$ 381,880.00
Community Center:		
CCB Exterior Wood Surfaces - Repaint	6,365	
CCB Exterior Wood Siding/Trim - Repair	7,720	Total:
CCB Cabana Windows - Replace	12,000	\$ 26,085.00
Hoy Park:		
Hoy Park Irrigation System - Repair	3,000	Total:
Hoy Park Landscaping - Replenish	3,000	\$ 6,000.00
Maintenance Equipment:		
Bobcat Extensions - Partial Replace	4,000	
Bruch Hog Deck Replace #53	2,000	
Air Compressor - Repair #98	800	
Bobcat Extensions -#48 Grapple	3,657	
Crack Fill Machine - Replace #77	10,000	Total:
		\$ 22,757.00
Vehicles:		Total:
F-350 Truck (2018) #157-replacement parts	4,000	\$ 4,000.00
TOTAL EXPENDITURES	440,722	
NET RESERVE BALANCE 6/30/2024	3,996,287	

30-Year Reserve Plan Summary

Report # 19948-13
No-Site-Visit

Fiscal Year Start: 2023

Interest:

1.50 %

Inflation:

4.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase		Loan or Special Assmts	Interest Income	Reserve Expenses
					In Annual Reserve Funding	Reserve Funding			
2023	\$3,410,721	\$4,197,029	81.3 %	Low	7.25 %	\$639,000	\$0	\$43,925	\$1,643,981
2024	\$2,449,665	\$3,343,175	73.3 %	Low	7.25 %	\$685,328	\$0	\$36,529	\$747,583
2025	\$2,423,938	\$3,414,941	71.0 %	Low	7.25 %	\$735,014	\$0	\$37,415	\$628,383
2026	\$2,567,984	\$3,642,167	70.5 %	Low	7.25 %	\$788,302	\$0	\$41,471	\$432,775
2027	\$2,964,982	\$4,111,681	72.1 %	Low	7.25 %	\$845,454	\$0	\$47,459	\$490,955
2028	\$3,366,941	\$4,570,424	73.7 %	Low	7.25 %	\$906,750	\$0	\$47,077	\$1,406,695
2029	\$2,914,072	\$4,127,342	70.6 %	Low	7.25 %	\$972,489	\$0	\$44,626	\$891,246
2030	\$3,039,941	\$4,236,085	71.8 %	Low	7.25 %	\$1,042,994	\$0	\$44,440	\$1,238,167
2031	\$2,889,209	\$4,023,203	71.8 %	Low	3.80 %	\$1,082,628	\$0	\$42,656	\$1,212,566
2032	\$2,801,927	\$3,864,645	72.5 %	Low	3.80 %	\$1,123,768	\$0	\$48,779	\$268,294
2033	\$3,706,180	\$4,719,451	78.5 %	Low	3.80 %	\$1,166,471	\$0	\$51,881	\$1,708,855
2034	\$3,215,677	\$4,149,436	77.5 %	Low	3.80 %	\$1,210,797	\$0	\$53,436	\$566,242
2035	\$3,913,668	\$4,785,674	81.8 %	Low	3.80 %	\$1,256,807	\$0	\$59,192	\$1,245,947
2036	\$3,983,721	\$4,782,834	83.3 %	Low	3.80 %	\$1,304,566	\$0	\$65,229	\$634,460
2037	\$4,719,056	\$5,459,889	86.4 %	Low	3.80 %	\$1,354,140	\$0	\$78,107	\$449,327
2038	\$5,701,976	\$6,402,387	89.1 %	Low	3.80 %	\$1,405,597	\$0	\$81,003	\$2,083,153
2039	\$5,105,423	\$5,731,062	89.1 %	Low	3.80 %	\$1,459,010	\$0	\$80,958	\$949,489
2040	\$5,695,902	\$6,261,457	91.0 %	Low	3.80 %	\$1,514,452	\$0	\$90,754	\$888,661
2041	\$6,412,447	\$6,927,873	92.6 %	Low	3.80 %	\$1,572,001	\$0	\$101,075	\$1,012,584
2042	\$7,072,939	\$7,545,673	93.7 %	Low	3.80 %	\$1,631,737	\$0	\$117,770	\$182,601
2043	\$8,639,845	\$9,107,118	94.9 %	Low	3.80 %	\$1,693,743	\$0	\$116,091	\$3,600,719
2044	\$6,848,961	\$7,234,160	94.7 %	Low	3.80 %	\$1,758,105	\$0	\$105,302	\$1,511,963
2045	\$7,200,407	\$7,518,889	95.8 %	Low	3.80 %	\$1,824,913	\$0	\$111,919	\$1,405,563
2046	\$7,731,675	\$7,988,376	96.8 %	Low	3.80 %	\$1,894,260	\$0	\$123,530	\$999,881
2047	\$8,749,585	\$8,963,772	97.6 %	Low	3.80 %	\$1,966,242	\$0	\$132,863	\$1,871,776
2048	\$8,976,914	\$9,139,242	98.2 %	Low	3.80 %	\$2,040,959	\$0	\$128,066	\$3,036,337
2049	\$8,109,603	\$8,181,131	99.1 %	Low	3.80 %	\$2,118,516	\$0	\$130,773	\$1,020,907
2050	\$9,337,984	\$9,354,107	99.8 %	Low	3.80 %	\$2,199,019	\$0	\$146,953	\$1,415,604
2051	\$10,268,352	\$10,239,816	100.3 %	Low	3.80 %	\$2,282,582	\$0	\$162,367	\$1,318,740
2052	\$11,394,562	\$11,341,043	100.5 %	Low	3.80 %	\$2,369,320	\$0	\$184,230	\$762,916

Assessment and Reserve Funding Disclosure Summary

Lake Shastina, Weed

For Fiscal Year Beginning: 7/1/2023

of units: 3077

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$53,250.00	\$17.30
Total Assessment Income:	\$86,156.00	\$28.00

per: Month

- 2) Additional 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:

Year	Total Amount Per Unit*	Purpose
Total: \$0.00		

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will 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**
- 4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

- 5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	7/1/2023
Fully Funded Balance (based on formula defined in 5570(b)4):	\$4,197,029
Projected Reserve Fund Balance:	\$3,410,721
Percent Funded:	81.6 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	(\$253)

From the 1/19/2021 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

- 7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Charles Martin

Date: 4/27/2023

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.

ANNUAL POLICY STATEMENT

Members may obtain a copy of the full report for those summary reports appearing in this Newsletter by a written request to the official association address of 16320 Everhart Drive, Weed, Ca 96094.

Lake Shastina Property Owners Association
Collection Policy Statements

The Association is responsible for managing and operating the common areas of the development and for collecting Regular Assessments, Special Assessments and Special Individual Assessments. Prompt payment of assessments by all owners is critical to the financial health of the Association and to the preservation of property values. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code sections 5600 through 5740, inclusive, to enforce the member's obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge the obligation in a fair, consistent and effective manner. Therefore, pursuant to the CC&R's and Civil Code section 5310(a)(6) and (7), the following are the Association's assessment collection practices and policies, effective April 12, 2017.

Assessments in General: The Association has a duty to levy Regular, Special Assessments and Special Individual Assessments sufficient to perform its obligations under the governing documents and California law. Regular Assessments on all properties are levied annually and payable during the year in semi-annual installments on July 1, and January 1. All other assessments, including Special Assessments and Special Individual Assessments, are due and payable on the date specified in the notice imposing such assessment, however, in no event shall a Special Assessment or Special Individual Assessments be due and payable earlier than thirty (30) days after the date the members-notice of the Special Assessment or Special Individual Assessments is mailed.

Obligation to Pay Assessments: Each assessment or charge is an obligation of the property owner at the time the assessment or other charges are levied. Each assessment or charge is also a lien on the owner's lot from and after the time the Association or its appointed agent records a Notice of Delinquent Assessment (Claim of Lien) in the County Recorder's Office.

3. **Notice of Assessments:** Not less than thirty (30) days nor more than sixty (60) days before any increase in the Regular Assessment, any Special Assessment or Special Individual Assessments becomes due, the Association will give the owners notice of assessment. Notice will be sent by first-class mail to the addresses on the membership register as of the date of notice. The Board of Directors may elect from time to time to provide additional periodic statements of assessments and charges, but lack of receipt of such statement does not relieve the owners of the obligation to pay Assessments.

4. **Designation of Agent:** The Board may designate one or more agents to collect assessment payments and administer this Collection Policy. Such designated agent may be an officer of the Association, manager, banking institution, law firm or other appropriate agent.

5. **Due Date/Delinquency Date of Assessments:** Unless otherwise specified by the Board, Regular Assessments are due and payable on the first day of each semi-annual billing month. An assessment, or any portion thereof, is delinquent if it has not been received in the office or as directed by the Board or its designated agent, fifteen (15) days after the assessment due

date. The date of the postmark does not make a payment timely.

6. **Late Charges on Delinquent Amounts:** An Assessment, fine, fee, or other charge or any portion thereof, that is delinquent shall incur a late charge of ten dollars (\$10) imposed sixty (60) days from its due date.

7. **Interest:** The unpaid balance of an Assessment, fine, fee, or other charge shall bear interest at the rate of twelve percent (12%) per annum (one percent (1%) per month), booked quarterly, calculated on the entire amount owed on the Assessment account beginning on the thirtieth (30th) day after the assessment was due.

8. **Collection Charges:** Any reasonable costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late charges and interest, charges for preparation of delinquency letters and notices or referral for collection, postage and copies, and attorneys' fees and costs, shall become an additional charge against the owner and the owner's lot and shall be subject to collection pursuant to this Collection Policy.

9. **Application of Payments:** Payment shall be applied first to: (a) principal owed, (b) late charges, (c) interest and (d) collection charges. Payments received in the Association's office after 4:30 p.m. will be credited on the next business day.

10. **Initial Delinquency Notice:** Once an assessment, fine, fee, or other charge, or any portion thereof, has become delinquent, the owner may be sent an initial delinquency notice stating all amounts past due and any known collection charges imposed as of the date of the notice, which may be in the form of a letter, monthly statement, past due notice, or any other form of writing or notice from the Association or its designated agent.

11. **Pre-Lien Notice:** If an assessment remains unpaid for sixty (60) days after its due date, the Association or its designated agent may, without further notice to the owner, refer the account for collection. At least thirty (30) days prior to recording a lien on a separate interest property, the Association's agent for collection shall notify the owner of record, in writing, by certified mail, at the last known mailing address, and any alternate mailing address provided by the owner that a Notice of Delinquent Assessment will be recorded unless the entire balance of the account is paid within thirty (30) days following the date of the postmark (the "Pre-Lien Notice"). Each account shall be assessed a collection fee of \$50 for the pre-lien notice process. The Pre-Lien Notice shall provide all of the following information:

a. A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the owner of the separate interest has a right to inspect the Association records pursuant to section 5205 of the Civil Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.";

ANNUAL POLICY STATEMENT

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b. An itemized statement of the charge owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any;

c. A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association;

d. The right to request a meeting with the Board as provided in Civil Code section 5665;

e. The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program outlined in the Civil Code commencing with section 5900; and

f. The right to request alternative dispute resolution with a neutral third party pursuant to the Civil Code commencing with section 5925, before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

The agent for collection may require that payment be made in certified funds.

12. **Dispute Resolution:** If requested by an owner who is in receipt of a Pre-Lien Notice, as described in paragraph 11, the Association shall participate in a dispute resolution program.

13. **Payment Plans:** An owner may submit a written request to meet with the Board to discuss a payment plan for the debt described in the Pre-Lien Notice. The Board shall meet with the owner, in executive session, within forty-five (45) days of the postmark request, if the request is mailed within fifteen (15) days of the date of the postmark of the Pre-Lien Notice, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the owner. Upon Board approval, payment plans may be approved for a term of up to twelve months. Requests for an extension or longer length of time will be reviewed by the Board and will be granted only in exceptional circumstances. The owner requesting the payment plan shall provide a detailed explanation of the need for a payment plan. All payment plans shall be in writing and shall provide that in the event of a default on the payment plan, the Association may resume its efforts to collect the delinquent Assessments from the time prior to entering into the plan.

14. **Recording the Notice of Delinquent Assessment:** If an owner does not request dispute resolution within thirty (30) days from the date of mailing the Pre-Lien Notice, the Board shall vote, in an open meeting to determine whether the Notice of Delinquent Assessment will be recorded. Any decision to record the Notice of Delinquent Assessment must be approved by a majority of the Board and shall be recorded in the minutes of that meeting. Each account shall be assessed a collection fee of \$100 for the lien process. A copy of the Notice of Delinquent Assessment will be mailed by certified mail to all record

owners of the separate interest property no later than ten (10) calendar days following the date of its recordation.

15. **Recording of Release of Lien:** A release of lien will not be recorded until the sums specified in the Notice of Delinquent Assessment have been paid in full. A release of lien shall be recorded within twenty-one (21) days of the payment in full of such balance.

16. **Collecting Delinquent Assessments:** In the event that an owner does not pay the sum specified in the Notice of Delinquent Assessment or enter into a written payment plan pursuant to paragraph 13, within thirty (30) days following the recording of the Notice of Delinquent Assessment, the Association may begin collecting upon the delinquent assessment.

A. **Non-Foreclosure.** For delinquent assessments of an amount less than \$1,800, not including any accelerated assessments, late charges, fees and costs of collection, attorneys' fees, or interest, the Association may collect or secure the debt by implementing any of the following methods:

(i) *Small Claims Court.* The Association may file in a small claims court against the owner;

(ii) *Record a Lien.* The Association may record a lien against the owner's separate interest property, in accordance with paragraph 14. Once the amount of the delinquent assessment secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorneys' fees, or interest, equals or exceeds \$1,800 or the assessment is more than twelve (12) months delinquent, the Association may foreclose on the property in accordance with paragraph 16(B);

(iii) *Other Manner Provided by Law.* The Association may collect or secure the debt using any other manner provided by law, except for judicial or nonjudicial foreclosure.

B. **Foreclosure.** For delinquent assessments of an amount of \$1,800 or more, not including any accelerated assessments, late charges, fees and costs of collection, attorneys' fees, or interest, or any assessments that are more than twelve (12) months delinquent, the Association may use judicial or nonjudicial foreclosure subject to the following conditions:

(i) Prior to commencing foreclosure, the Association shall offer to an owner, and if requested, participate in dispute resolution pursuant to either Civil Code sections 5900 et seq or 5925 et seq;

(ii) The Board of Directors shall meet in executive session and vote as to whether to foreclose upon an owner's separate interest property. A vote to approve foreclosure of a lien shall occur at least thirty (30) days prior to any public sale. The Board shall approve the decision to foreclose by a majority vote and shall record the vote in the minutes of the next meeting of the Board open to all members. To maintain confidentiality of the owner or owners of the separate interest, the Board shall identify the separate interest by parcel number of the property;

(iii) Upon voting to approve foreclosure, the Board shall provide notice by personal service to the owner who occupies the separate interest or to the owner's legal representative.

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The Board shall provide written notice to an owner of a separate interest who does not occupy the separate interest by first-class mail, postage pre-paid, to the most current address shown on the books of the Association;

(iv) A nonjudicial foreclosure by the Association is subject to the right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale ends ninety (90) days after the sale.

17. **Dishonored Checks:** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, a charge of twenty-five (\$25) shall be imposed. The Board may immediately proceed with the collection process if the Assessments are not paid within ten (10) days in the requested form after notice of the dishonored check is sent to the owner. The Association may also seek damages in accordance with California Civil Code section 1719.

18. **Other Remedies:** The Association reserves the right to avail itself of any other remedies permitted by law and the Association's governing documents, including, but not limited to, bringing an action in small claims, municipal or superior court, and imposing non-monetary sanctions against an owner after notice and an opportunity for the owner to attend a hearing on the matter. The sanctions may include suspension of membership rights and privileges, including voting rights and the right to use recreational facilities, as allowed by California law and the Association's governing documents. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

19. **Address of the Association and the Board of Directors:** Owners should respond in writing or make payments to the address as directed by the designated agent. If no address is given, responses and petitions should be mailed to the Association at the following address:

Board of Directors
Lake Shastina Property Owners Association
16320 Everhart Drive
Weed CA 96094

20. **Sufficiency of Notice:** Except for notice that under California law must be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the owner at the address on the membership register at the time of notice.

The Board of Directors of the Association may revise this policy on a case-by-case basis, if it finds good cause to do so.

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND 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 nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial 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,

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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 nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with **Section 5700**) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (**Sections 5700 through 5720** of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (**Section 5725** of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with **Section 5650**) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (**Section 5675** of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, 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. (**Section 5660** of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (**Section 5685** of the Civil Code)

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

PAYMENTS

When an owner makes a payment, the owner 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. (**Section 5655** of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with **Section 5900**) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative

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dispute resolution with a neutral third party as set forth in Article 3 (commencing with **Section 5925**) of Chapter 10 of Part 5 of Division 4 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** of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest 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 exists. (**Section 5665** of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (**Section 5665** of the Civil Code)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section **11211.7** of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

INTERNAL DISPUTE RESOLUTION PROCEDURE

Civil Code §5910

1. This policy applies to a dispute between the association and a member involving their rights, duties, or liabilities under the Davis-Stirling Act, under the provisions of the Corporations Code relating to mutual benefit corporations (commencing with Corporations Code §7110), or under the association's governing documents.

2. Either party to a dispute within the scope of this article may invoke the following procedure:

The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

A member of the association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.

The association's board of directors shall designate a member of the board to meet and confer.

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 dispute.

A resolution of the dispute agreed to by the parties shall be memorialized in

writing and signed by the parties, including the board's designee on behalf of the association.

3. A member of the association will not be charged a fee to participate in the process.

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ALTERNATIVE DISPUTE RESOLUTION Summary of Civil Code §§5925-5965

Sections 5925-5965 of the Civil Code require that before owners, members, and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$7,500 (other than assessments and disputes falling within the jurisdiction of small claims) or for enforcing the association's governing documents, the filing party "shall endeavor" to submit the dispute to alternative dispute resolution ("ADR"). Forms of ADR include mediation, negotiation, and binding or non-binding arbitration. This provision does not apply to the filing of cross-complaints.

The ADR process is initiated by one party serving a request for resolution upon the other parties to the dispute, by personal delivery, first class mail, express mail, facsimile or other means. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) if served upon an owner, a copy of Civil Code Sections 5925-5965.

Once agreeing to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of ADR is to be shared by the participating parties.

Civil action is suspended while ADR is pending.

Although the prevailing party is entitled to reasonable attorneys' fees and costs, the court may consider a party's refusal to participate in ADR when making the award.

NOTE: FAILURE OF ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF §5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.

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RULES ENFORCEMENT PROCEDURES, DISCIPLINE, SCHEDULE OF MONETARY PENALTIES

These procedures are designed to provide notice of a violation followed by an opportunity for voluntary correction. In the rare event that voluntary correction is not obtained, the following procedures ensure that notice and opportunity for a hearing are provided to the owners alleged to be in violation of the Rules as required by the Declaration and California law. The ultimate goal is to ensure that all owners comply with the Rules in order to protect and enhance the value and appearance of the property, and the quality of life, at Lake Shastina.

1. Reports of Violations. Violations may be brought to the Association's attention in a variety of ways, including by the observation of Association staff or members of the Board. The Association may also be made aware of violations through reports from owners. All such owner reports must be received in writing before they will be acted upon.

2. Provision of a Courtesy Notice. If the CC&R Compliance Officer concludes that there is credible evidence that a violation has occurred, a letter describing the nature of the violation, including a reference to the specific Rule in question, will be sent by first-class mail or personally delivered to the owner's last-known address.

3. Scheduling and Notice of a Disciplinary Hearing. If the violation is not corrected within the time frame specified in Paragraph 2 above, or if a violation of the same Rule reoccurs within 12 months, the Board of Directors of the Association shall schedule a disciplinary hearing.

4. Conduct of the Disciplinary Hearing. The disciplinary hearing shall be held in executive session.

5. Decision of the Board of Directors. After reviewing the evidence presented at the hearing, the Board shall deliberate and reach a decision regarding whether or not a violation of the Rules has occurred and, if the Board determines that a violation

has occurred, the nature of the discipline to be imposed.

6. Forms of Discipline. If the Board determines that a violation has occurred, it may impose a fine in accordance with the schedule of fines or monetary penalties.

7. Written Notice of Disciplinary Action. If the Board imposes discipline on the owner, the Board shall provide written notification of the disciplinary action to the owner.

8. Immediate Corrective Action / Injunctive Relief. The procedures set forth above shall not limit or prevent the Association from (i) taking immediate corrective action in the event of an emergency, a threat to the safety and well being of the residents of Lake Shastina or the Association's staff, or a threat of material damage to the common area, or (ii) from obtaining injunctive relief to preserve the status quo, preserve the Association's rights or otherwise prevent damage or injury to the Association or any owner, or the property of either.

SCHEDULE OF MONETARY PENALTIES

Fines for violations of the Rules are as follows:

A. Property Use Restriction Violations. A fine up to \$100 may be imposed for each violation of the Rules pertaining to property use restrictions and not otherwise specified below. An additional fine up to \$100 may be imposed every thirty days until the violation is corrected.

B. Environmental Regulation Violations. Fines for violations with respect to any Rule which is under the jurisdiction of the Association's Environmental Control Committee (the "ECC") are as follows:

1. Unauthorized Earthwork and Site Alterations. A fine up to \$500 may be imposed for grading of a lot or putting in trenches without permit or authorization. Restoration of the property to its original condition may also be required.

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2. *Construction and Improvement Violations as defined by Section 5.1(a) and Section 5.1(b) of the Declaration.*
 - A. Fines may be imposed for initiating new construction without ECC approval up to the following amounts:
 - i. House, garage, additions, multiple or commercial projects \$2,000
 - ii. Sheds, decks and minor alterations: \$500
 - iii. Fences \$500
 - iv. Painting \$500In addition, restoration of the property to its original conditions may also be required
 - B. Fines may be imposed in the amount of the Association's cost to clean up construction debris. Any deposit held by the Association may be applied to such a fine.
 - C. A fine up to \$500 may be imposed for failure to obtain an extension prior to expiration of a permit.
 - D. A fine up to \$500 may be imposed for failure to obtain final inspection.
 - E. A fine up to \$2,000 for occupying a home prior to final ECC approval per section 6.6 of the Declaration.
3. *Deviation from Approved Plans.* A fine of up to \$2,000 may be imposed for each deviation from approved plans without the approval of the ECC. Modification of the project to conform to approved plans may also be required.
4. *Tree Removal and Limbing Requires Prior Approval By the Association.* (Even if required by another enforcement agency)
 - A. A fine of \$100 per tree plus the following additional amounts may be imposed for the unapproved removal of trees from other than common area:
 - (i) \$25 per inch for trees 3" to 10" in diameter,
 - (ii) \$50 per inch for trees 10.1" to 18" in diameter,
 - (iii) \$100 per inch for trees 18.1" in diameter or greater
 - B. A fine up to \$2,500 per tree may be imposed for the unapproved removal of a tree from the common area. UNDER NO CIRCUMSTANCES SHOULD TREES BE REMOVED OR LIMBED OR BRUSH REMOVED FROM THE COMMON AREA.
 - C. A fine up to \$150 per tree may be imposed for limbing of live limbs above 10 feet.
 - D. A fine up to \$500 per tree may be imposed for limbing of live limbs in the common area.
 - E. A fine up to \$100 may be imposed for failure to properly dispose of trees and/or remove debris.
 - F. Diameter will be measured 6 inches above ground level. Fines on a per inch basis will be calculated in each category from the first inch.
 - G. In addition to any fines, replanting of trees may be required.
5. *Vehicles Parked Around the Premises of a Home and Surrounding Area.* A fine of \$50 per month per vehicle may be imposed for vehicles in violation of Section 8.14(d) of the Declaration.
6. *Debris Surrounding Homes and the Common Area.* A fine of up to \$100 dollars per month may be imposed for the presence of debris surrounding homes and/or the common area as defined by Sections 8.8 and 8.11 of the Declaration.

Miscellaneous Items. A fine of \$25 may be imposed for violations of sign ordinances.

The monetary penalties provided herein shall be exclusive of and in addition to any other recovery, through court proceedings or arbitration, by the Association, or any member(s) of the Association, for damages, or any other relief, including injunctions, to which any aggrieved party may be entitled.

SCHEDULE OF MONETARY PENALTIES FOR REPEAT OFFENDERS

1. *Second Violation of the same Offense of the Governing Documents within one year.* The fine may be double the amount designated in the above schedule for each item.
2. *Third Violation of the same Offense of the Governing Documents within one year.* The fine may be triple the amount designated in the above schedule for each item.
3. *For Continuing Non-Compliance of the Governing Documents.* The Board may impose at its own discretion monthly fines of the amounts specified for each violation until satisfactory compliance is achieved.



Kirk Miller
Insurance Agency, Inc.,

Kirk Miller Insurance Agency, Inc.
Offices in San Diego, CA and Pleasanton, CA
San Diego Phone: 858.240.2593
Pleasanton Phone: 925.334.5700
CA #0K05931 | OR #8787714 | NV #764468

Annual Disclosure
Lake Shastina Property Owners

Property Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 2,757,000	Effective	12/31/2022
Deductible:	\$ 1,000	Expires:	12/31/2023
General Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 3,000,000	Effective	12/31/2022
Deductible:	\$ -	Expires:	12/31/2023
Fidelity / Crime Insurer		Ace Fire Underwriters	
Coverage Limit:	\$ 5,000,000	Effective	12/31/2022
Deductible:	\$ 25,000	Expires:	12/31/2023
Directors & Officers Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 2,000,000	Effective	12/31/2022
Deductible:	\$ 1,000	Expires:	12/31/2023
Workers Compensation Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000	Effective	12/31/2022
Deductible:	\$ -	Expires:	12/31/2023
Umbrella / Excess Liability Insurer		AIG Specialty Insurance Company	
Coverage Limit:	\$ 5,000,000	Effective	12/31/2022
Deductible:	\$ -	Expires:	12/31/2023

This summary of the association's policies of insurance provides only certain information, as required by 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 may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

Telephone 530-938-3281

Fax 530-938-4739

OFFICIAL COMMUNICATION

Lake Shastina Property Owners Association
General Manager—Coral Gross
16320 Everhart Drive
Weed Ca 96094

UPCOMING SCHEDULE OF BOARD MEETINGS

Meetings start at 5 p.m. on the 2nd Wednesday of the month in the Board Room of the
Lake Shastina Administration Office
16320 Everhart Dr, Weed, CA
— unless otherwise posted—

ARE YOU MOVING ?

An owner must notify the Association directly of all address changes and/or recorded changes in ownership.

This must be done by mail, email or fax.

BOARD MEMBERS

Dwayne Chandler, President
Rita MacIntosh, Vice President
Alan Pursell, Secretary
David Tucker, Treasurer
Robert Moser, Director

DESIGNATED POSTING LOCATIONS:

General Notices are posted at the following locations:

Bulletin Boards:

Administration Building, Pinehill Rd / Lake Shastina Dr, Lake Shore Dr / Lake Shastina Dr,
Community Center (Driftwood Lane), Elk Trail / Antelope

Website: lakeshastina.org

Summaries of Your rights as a member of the Lake Shastina Property Owners Association

Meeting Minutes or General Notices:

A Member may receive general notices or meeting minutes by individual delivery (email, fax, regular mail) upon written request to the official communication address.

UPDATNG YOUR ADDRESS

A Member requesting a change to their address, must do so by written communication per Civ Code §5260. It may be by email to arclerk@lakeshastina.com, in person, by fax or written note. A change of address with the post office will not change it here.

CHANGING NAMES ON THE MEMBERSHIP LIST

The Membership list, the names appearing on your account, are taken directly from the deed recorded with Siskiyou County. If a new document is recorded with the County we can change it. Unfortunately, the County does not send us the documentation. That remains your responsibility. It may be faxed, emailed or a copy sent by regular mail.

HOW DID I BECOME A MEMBER?

Holding title to property within the boundaries of the Association automatically makes you a member.

SECONDARY MAILING ADDRESS FOR MEMBERS

Upon receipt of a written request from the property owner, the association shall send an additional copy of any required notices for purposes of collection of delinquent assessments, or the annual budget reports when specifically requested, to a designated secondary address. The property owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the association shall only send notices to the indicated secondary address from the point the association receives the written request. Receipt of the notification by the Association of the secondary address information in writing is the responsibility of the property owner.



LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

**NOTICE
TO POTENTIAL CANDIDATES FOR
LAKE SHASTINA PROPERTY OWNERS ASSOCIATION
BOARD OF DIRECTORS**

To all Members of the Lake Shastina Property Owners Association:

- Each year the seats of those directors who have served their term come up for election.
- Each director is elected to serve a two-year term and may not serve more than four consecutive years.
- This year, three of the five director positions are up for election. To become a candidate, a Member must be eligible on May 18th and notify the Board in writing with a signed letter of intent to become a candidate. The letter of intent must be received at the address below, no later than May 18th, 4:30 p.m.
- All Members who respond by May 18th and who are eligible will automatically become candidates. Candidates may, if they so desire, also provide the Board with a "candidate's statement" on or before May 18th. Each candidate's statement is limited to one side of a single 8-1/2 x 11 inch page. No signature on this statement.
- When the number of qualified candidates is not more than the number of vacancies to be elected, the qualified candidates will be elected by acclamation.
- The Election of Directors is required to be by secret ballot when the conditions for acclamation are not met.
- Candidates appearing on the ballot must be eligible on August 1, 2023.
- The written ballot will list the names of all eligible candidates who notified the Board by May 18th. The mailing will include all candidate's statements received by the Board, and will also include an announcement setting the date, time and location of a Candidates' Forum at which all candidates will have an opportunity to address, and respond to questions from interested Members.
- The date of the Candidates' Forum will be at least 10 days after the announcement is mailed, and at least 10 days before the voting deadline set by the Board.
- The Board will distribute written ballots to each Member by July 13th.



LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

Association Rule Change No. 4

RV and Storage Containers

The Association's CC&Rs prohibit living on a lot in an RV or having storage units on lots. However, due to residences destroyed or damaged by recent fires, new guidelines for New Home Construction will allow for RVs or other recreational vehicles, and storage containers if all the following criteria is met.

- As permitted by the Association's CC&Rs at Article VI, Section 6.4, and Article VIII, Sections 8.4 and 8.14(b), The Board and ECC will consider RVs, recreational vehicles, and storage containers on lots on a case-by-case basis by ECC request for those whose lots have been damaged or destroyed by natural or unforeseen disaster affecting a residence.
- This will not apply to vacant lots, only to lots that have had or have a home on them.
- Pursuant to Article XI, Section 11.2 of the CC&Rs, within 6 months of damage or destruction of a residence, the owner shall diligently commence to rebuild or clear and level the Lot.
- Storage containers may be no more than a maximum of 40ft.
- Containers must be able to be stored on property in an area that does not impede drainage or block an easement.
- Property owners must submit a completed NHC packet for approval (meeting all the current minimum construction standards including a county building permit) per standard procedure when ready to rebuild. As well as a clear detailed timeline for the building plan, (See Article VI of CC&Rs).
- If requesting to live on the lot while a home is being built, an owner shall submit the location of the RV or storage container on the NHC plot map along with the NHC application packet.
- Prior approval is mandatory for required water, sewer and electrical hookup if living on the lot. Not all lots will have accessibility for hook up. Applicant must obtain approval from LSCSD to hook up to the water and sewer system for the RV.
- Property owners must submit the exact type of RV, camper, and storage container size. (Owner shall also submit a photo of RV/Camper/Storage container, size, make and model, year).
- As permitted by Article V, Section 5.9 of the CC&Rs, the Board and/or the ECC will consider an extension up to two years to complete the reconstruction when reviewing applications.
- Full or partially constructed homes must follow county guidelines as well as current Governing Documents.
- Living in your RV must end and/or having a storage container on your lot must be removed within 60 days of New Home Construction completion. This would occur once Siskiyou County Building Department and the Lake Shastina Property Owners Association completes their final inspections and permit signoffs. Extensions may be available contingent on homeowner obtaining ECC approval.

Approved by POA Board on 2-8-2023

**NOTICE OF OPT OUT
OF SHARING OF MEMBER INFORMATION**

(California Civil Code Section 5220)

To: Lake Shastina Property Owners Association

From: _____

PLEASE TAKE NOTICE that, pursuant to California Civil Code Section 1365.2(a)(1)(I)(iii), I hereby opt out of the sharing of the following information with other members of the Association as may be requested by members pursuant to California Civil Code Section 5220:

- My name
- My Association property address My mailing address
- My e-mail address

I prefer to be contacted via the alternative process described in subdivision (c) of Section 8330 of the California Corporations Code.

This Opt-Out shall remain in effect until changed by me.

Signed: _____

Print Name: _____ Date: _____

Association property address: _____

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY §4525

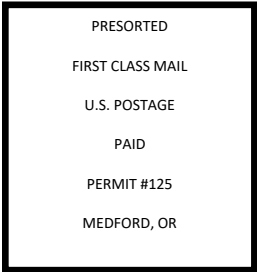
The information provided by this form may not include all fees that may be imposed before the close of escrow.
Additional fees that are not related to the requirements of §4525 will be charged separately.

Property Address: _____
 Owner of Property: _____
 Owner Mailing Address: _____
 Provider of §4525 Items: _____

<u>California Civil Code §4530(b)(6):</u>				
<u>DOCUMENT</u>	<u>CIVIL CODE SECTION</u>	<u>FEE</u>	<u>INCLUDE D</u>	<u>NOTES*</u>
Articles of Incorporation	§4525(a)(1)	\$ 2.00		
CC&R	§4525(a)(1)	\$ 13.00		
Bylaws	§4525(a)(1)	\$ 10.00		
	§4525(a)(1)	\$ 7.00		
Age Restriction	§4525(a)(2)	\$ 0.00		None
Rental Restriction	§4525(a)(9)	\$ 3.00		See Rental Rule enclosed
Annual Budget Summary, Including Reserve Study	§5300 & §4525(a)(3)	\$ 6.00		
Assessment & Reserve Funding Disclosure Summary	§5300 & §4525(a)(4)	\$ 3.00		
Financial Statement Review	§5305 & §4525(a)(3)	\$ 10.00		
Assessment Enforcement Policy	§5310 & §4525(a)(4)	\$ 8.00		
Insurance Summary	§5300 & §4525(a)(3)	\$ 2.00		
Regular Assessment	§4525(a)(4)	\$ 2.00		See below
Special Assessment	§4525(a)(4)	\$ 0.00		N/App
Emergency Assessment	§4525(a)(4)	\$ 0.00		N/App
Other Unpaid Obligation of Seller	§5675 & §4525(a)(4)	\$ 3.00		See below
Approved Charges to Assessments	§5300 & §4525(a)(4),(8)	\$ 3.00		
Preliminary List of Common Area Defects	§4525(a)(6),(7), §6000 & §6100	\$ 0.00		N/App
Preliminary List of Defects	§4525(a)(6),(7), §6000 & §6100	\$ 0.00		N/App
Notice of Violation	§5855 & §4525(a)(5)	\$ 0.00		
Required Statement of Fees	§4525	\$ 3.00		
Minutes of Regular Board Meetings Previous Twelve (12) Months	§4525(a)(10)	\$ 0.00		lakeshastina.com/lspoinfo.htm
	Fee:	\$ 75.00		

* N/App = Not Applicable

Lake Shastina Property Owners Association
16320 Everhart Drive
Weed CA 96094



NOTICE OF ANNUAL MEETING OF MEMBERS

The Annual Meeting of the Lake Shastina Property Owners Association will be held on Saturday, August 12, 2023 at 10:00 a.m. at the Community Center, 15244 Driftwood Lane in Lake Shastina. All Association Members are encouraged to come and meet the Board and Staff. The Board of Directors will report on the activities of the past year.

Voting in 2023 Board of Directors Election

The Board will distribute written ballots to each Member by July 13, 2023.

LSPOA Office

If you should have questions relating to the operation of the LSPOA,
we are here to assist you.

Hours are 8:00 a.m. to 5:00p.m. Monday through Thursday.

Telephone: 530-938-3281

Fax: 530-938-4739

Coral Gross, General Manager—E-Mail: lspoagm@lakeshastina.com

Kari Moser, Compliance Officer—E-Mail: lspoacmpl@lakeshastina.com

Heidi Ristuccia, Administrative Assistant- E-Mail: lspoadmin@lakeshastina.com
