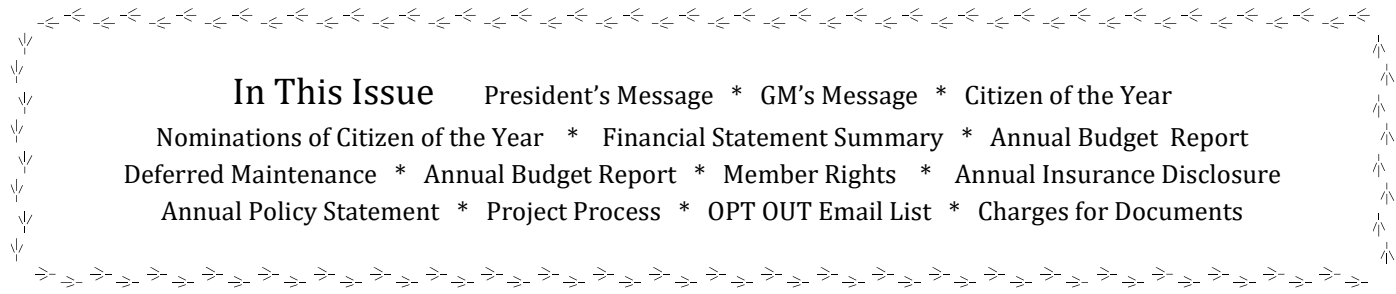


LAKE SHASTINA PROPERTY OWNERS ASSOCIATION



Membership Newsletter — May 2022



In This Issue President's Message * GM's Message * Citizen of the Year
Nominations of Citizen of the Year * Financial Statement Summary * Annual Budget Report
Deferred Maintenance * Annual Budget Report * Member Rights * Annual Insurance Disclosure
Annual Policy Statement * Project Process * OPT OUT Email List * Charges for Documents



President's Message

LET'S DO WHAT WE CAN ~ PLAY OUR PART.

A very contagious new Covid strain is again ramping up the cases. Hopefully, our protections will hold so we can continue returning to normal activities. Let's DO ALL WE CAN, PLAY OUR PART.

Our region again faces extreme drought conditions, and the real threat of a severe wildfire season. The Lake Shastina CSD provided an informational flyer in the mail to help us DO ALL WE CAN, PLAY OUR PART to conserve water and make our homes fire-safe.

Happy Spring to all you members of the LSPOA. The changing new leaves and the colors of the trees and foliage is a favorite time of the year for many of us. We, too, here at the LSPOA have made some changes in our staff as well.

It has been a very challenging year for both the POA staff and board members. I want to give thanks and credit to our outgoing general manager Rick Thompson for his perseverance and diligence meeting the goals and objectives of our POA. Additionally, there are numerous Lake Shastina citizens who volunteer countless hours of their time for our benefit. They deserve our thanks as well.

Due to a health issue, Rick Thompson had to vacate his position as general manager in mid-August. We all wish him well in his recovery efforts and future endeavors.

We are fortunate to have filled Rick's vacated position with our new general manager, Matt Robertson. Although Matt has only been on the job for about 8 months now as of mid-April, he has shown great promise in fulfilling the duties of his position. Matt started work in our POA maintenance department in 2017, and was promoted to a lead position in early 2019, working in infrastructure, systems, and facilities. I believe that Matt brings to the table an in-depth understanding of the details, potential difficulties, and priorities involved with the day to day operations and maintenance of our community.

Matt has worked himself up through the ranks, knows the community well and, as a bonus, even lives here in Lake Shastina. He has shown very good decision-making abilities, and all signs point to his being successful on his new job.

Matt has recruited and filled his vacated maintenance department job with a very capable individual, Jerimiah Gould. Jeremiah has been on the job for a few days now and is doing very well at work so far.

I appreciate working with my fellow board members. I feel that we work very well in reaching consensus, even when sometimes we have differing viewpoints. I can assure all of you that this board will always be working in the best interests of our community.

Lake Shastina is a great community. Stay safe, be healthy. Happy Spring to all of you!

Dwayne Chandler---President

"When the power of love overcomes the love of power the world will know peace." — Jimi Hendrix

General Manager's Message



Hello Lake Shastina Property Owner's Association members. I would like to take this opportunity to update you on some of the major projects and happenings that are going on with your home owner's association. We are nearing completion of the interior remodel of the community center. The center is currently available for limited use as we await the installation of new countertops and cabinets. This project will continue to be ongoing throughout the summer as we will shift from the interior remodel to repairs to the exterior of the building. Thus far, the building has received a nice facelift including new interior paint, lighting, flooring, and sinks as well as some other minor updates. The overall goal of this project is to improve the look while increasing energy efficiency and ease of maintenance and cleaning.

Another major project that is once again picking up momentum is the main entrance landscaping. We have recently completed our terraced walls for a nice back drop to plantings of native and drought tolerant species. Our main goals for this project include increased aesthetics, decreased water consumption, and decrease ongoing maintenance. I believe that this project will not only add to the beauty of our community but also greatly increase our maintenance departments efficiency.

We will also continue to proceed with our well-established road maintenance rotation schedule. You can expect road work to be taking place sometime in mid-August. This year we will be working on the northern end of Lake Shore Drive, Condor, and the Indian Hill area. This project will include crack sealing, chip sealing, and fogging- the roads will have fresh oil on them. If you live in those areas, you can expect door hangers before work begins, and I will also communicate any updates on our greenboards and website as well.

In other news, our Board of Directors have been listening to proposals from a group of community volunteers who would like to establish a dog park in our association. At this point in time, no decisions have been made, and our board is trying to gather all needed information before determining if this matter needs a vote. As part of their process, the board is looking to gather feedback from you, our members. You can expect to receive a short survey included with one of your upcoming billing statements. Please know that your feedback is important to us, and we encourage everyone to participate in this survey.

Finally, I would also like to use this opportunity to let all of our members know that we are currently accepting application for volunteers for the Environmental Control Committee (ECC). The role of this committee is to assist with the approval process of home projects that are aligned with the community CC&R's. Anyone that may be interested in serving on the ECC can find information on our website at lakeshastina.com or by calling or stopping by our office at 16320 Everhart Dr.

I would very much like to thank all of our staff, ECC volunteers, and Board of Directors for all of their hard work, dedication, and contributions in maintaining this beautiful community. Lake Shastina has a long history of community involvement, and I think that is one of the many things that make this place special. I would like our members to know that the goal of our association is to provide excellent service to our community. If you have any concerns or questions, please feel free to contact us.

Sincerely,

Matthew Robertson

LSPOA General Manager

Citizen of the Year 2021

Paula Mitchell



A large part of the reason the Lake Shastina Property Owners Association is a special place to live is the services we are able to enjoy. Beside the spectacular setting we live in, we are fortunate to have our own fire and police departments, artesian well drinking water and efficient disposal of our wastewater. These things don't just happen on their own. They require an active citizenry and a professional staff to maintain and services.

Our citizen of the year for 2021 has gone above and beyond in her involvement as a volunteer, making sure the things that most of us take for granted continue to operate effectively and efficiently. She has served 2 terms on the LSCSD Board of Directors and is currently serving as President. Not only has she sacrificed her time for the community, she has also been extremely generous financially to ensure that our fire department has a suitable place to store the life-saving equipment that we all rely on.

Shown above is the materials donated for the New Fire House as well as the photo of the partially erected building. We are waiting on doors and interior construction to be completed.

Nominations for Citizen of the Year 2022

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, 2022**. 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 June and awarded at the August Annual Meeting.

On the following four pages is a summary of the

LAKE SHASTINA
PROPERTY OWNERS ASSOCIATION
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
JUNE 30, 2020 AND 2021

The full report is available in digital or hard copy
by written request to 16320 Everhart Dr., Weed, CA 96094
Or via email lsपोadmin@lakeshastina.com

Lake Shastina Property Owners Association

STATEMENTS OF REVENUES, EXPENSES, AND
CHANGES IN FUND BALANCES

Years Ended June 30	Operating Fund	Replacement Fund	Totals	
			2021	2020
Revenues				
Regular assessments	\$ 471,618	\$ 195,241	\$ 666,859	\$ 1,046,675
Fire fuel abatement fees	1,065	-	1,065	3,208
Interest income	3,106	69,638	72,744	70,625
Penalty assessments	133,580	-	133,580	114,790
Gain on sale of equipment	57,630	-	57,630	-
Other	29,249	-	29,249	22,247
Total Revenues	\$ 696,248	\$ 264,879	\$ 961,127	\$ 1,257,545
Expenses				
Repairs and replacements	\$ 26,474	\$ 264,879	\$ 291,353	\$ 316,207
Leased labor	47,794	-	47,794	57,292
Payroll and related costs	330,741	-	330,741	255,708
Net bad debt expense	223,150	-	223,150	233,220
Insurance	39,923	-	39,923	39,724
Depreciation and amortization	101,607	-	101,607	116,452
Utilities	31,555	-	31,555	29,607
Office expense, postage, and newsletter	16,045	-	16,045	15,354
Legal and accounting	14,686	-	14,686	11,424
Contract services	22,926	-	22,926	45,015
Other	23,406	-	23,406	22,325
Total Expenses	878,307	264,879	1,143,186	1,142,328
Excess (Deficiency) of Revenues Over Expenses	(182,059)	-	(182,059)	115,217
Beginning Fund Balances, as restated	614,489	-	614,489	3,972,636
Ending Fund Balances	\$ 432,430	\$ -	\$ 432,430	\$ 4,087,853

Lake Shastina Property Owners Association

BALANCE SHEETS

June 30	Operating Fund	Replacement Fund	Totals	
			2021	2020
ASSETS				
Cash and cash equivalents	\$ 484,635	\$ 918,777	\$ 1,403,412	\$ 1,229,159
Investments	-	2,796,388	2,796,388	2,895,724
Prepaid expenses	30,183	-	30,183	27,771
Investment in real estate	18,600	-	18,600	35,894
Property and equipment - net	165,783	-	165,783	290,108
Due from Operating Fund	-	135,958	135,958	-
Due from replacement fund	-	-	-	130,571
TOTAL ASSETS	\$ 699,201	\$ 3,851,123	\$ 4,550,324	\$ 4,609,227
LIABILITIES AND FUND BALANCES				
Contract liabilities (assessments received in advance-replacement fund)	\$ -	\$ 3,851,123	\$ 3,851,123	\$ -
Accounts payable	20,864	-	20,864	286,359
Sales tax payable	-	-	-	310
Refundable deposits	83,116	-	83,116	81,024
Assessments received in advance	12,986	-	12,986	20,862
Accrued liabilities	13,847	-	13,847	2,248
Due to Replacement Fund	135,958	-	135,958	-
Due to operating fund	-	-	-	130,571
Total Liabilities	266,771	3,851,123	4,117,894	521,374
Fund Balances	432,430	-	432,430	4,087,853
TOTAL LIABILITIES AND FUND BALANCES	\$ 699,201	\$ 3,851,123	\$ 4,550,324	\$ 4,609,227

PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classification as follows:

June 30	2021	2020
Vehicles and equipment	874,515	1,007,489
Accumulated depreciation	(708,732)	(717,381)
Property and Equipment - Net	\$ 165,783	\$ 290,108

Lake Shastina Property Owners Association
STATEMENTS OF CASH FLOWS

Years Ended June 30	Operating	Replacement	Totals	
	Fund	Fund	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES				
Excess (deficiency) of revenues over expenses	\$ (182,059)	\$ -	\$ (182,059)	\$ 115,217
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided (used) by operating activities:				
Depreciation and amortization	87,123	14,484	101,607	116,452
(Gain) loss on sale of equipment	(57,630)	-	(57,630)	-
(Increase) decrease in:				
Due from State of California	-	-	-	43,005
Prepaid insurance	(2,412)	-	(2,412)	3,335
Investment in real estate	17,294	-	17,294	(695)
Other assets	-	-	-	2,035
Increase (decrease) in:				
Contract liabilities	-	377,759	377,759	-
Accounts payable	(265,495)	-	(265,495)	263,010
Sales tax payable	(310)	-	(310)	131
Refundable deposits	2,092	-	2,092	(2,325)
Assessments received in advance	(7,876)	-	(7,876)	4,742
Accrued liabilities	11,599	-	11,599	(10,145)
Net Cash Provided (Used) by Operating Activities	(397,674)	392,243	(5,431)	534,762
CASH FLOWS FROM INVESTING ACTIVITIES				
Net change in investments	-	84,852	84,852	(452,713)
Proceeds from sale of equipment	94,832	-	94,832	-
Net Cash Provided (Used) by Investing Activities	94,832	84,852	179,684	(452,713)
CASH FLOWS FROM FINANCING ACTIVITIES				
Interfund transfers	266,529	(266,529)	-	-
Net Cash Provided (Used) by Financing Activities	266,529	(266,529)	-	-
Net Increase (Decrease) in Cash and Cash Equivalents	(36,313)	210,566	174,253	82,049
Cash and Cash Equivalents - Beginning of Year	520,948	708,211	1,229,159	1,147,110
Cash and Cash Equivalents - End of Year	\$ 484,635	\$ 918,777	\$ 1,403,412	\$ 1,229,159
SUPPLEMENTARY DISCLOSURE				
Cash Paid for Income Taxes	\$ -	\$ -	\$ -	\$ -
Cash Paid for Interest Expense	\$ -	\$ -	\$ -	\$ -

Lake Shastina Property Owners Association

FUTURE MAJOR REPAIRS AND REPLACEMENTS

June 30, 2021

The Association's board of directors hired an outside firm to conduct a reserve study update in February 2020 to estimate the remaining useful lives and the replacement costs of the components of common property. The estimates have been updated from the original licensed engineers who inspected the property in the past. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study update. Funding requirements consider an annual inflation rate of 3% and net interest earned at 3%, on amounts funded for future major repairs and replacements.

The following information is based on the study and presents significant information about the components of common property.

Components	Estimated Remaining Useful Life (Years)	Estimated Current Replacement Cost	Replacement Fund Contract Liabilities June 30, 2021
General/Common - roads, trails, docks, drainage, miscellaneous	0 - 26	\$ 3,503,080	
Community Center	0 - 11	326,270	
Maintenance equipment	0 - 14	955,704	
Hoy Park	0 - 26	306,980	
Vehicles	0 - 4	132,550	
Totals		\$ 5,224,584	\$ 3,851,123¹

Environmental Control Committee Members Needed

*POA is looking for volunteers to join the
(ECC) Environmental Control Committee*

The general purpose of an (ECC) Environmental Control Committee is to ensure compliance with architectural standards established by the association. The ECC is primarily focused on exterior aesthetics and the projects that go along with that.

Please see our website for more information and application at
www.lakeshastina.com or call 530-938-3281, 102

Assessment and Reserve Funding Disclosure Summary

Lake Shastina, Weed

For Fiscal Year Beginning: 7/1/2022

of units: 3107

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$49,650.00	\$15.98
Total Assessment Income:	\$86,324.00	\$27.78

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:	7/1/2022
Fully Funded Balance (based on formula defined in 5570(b)4):	\$3,733,460
Projected Reserve Fund Balance:	\$3,406,424
Percent Funded:	91.2 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$105

From the 4/29/2022 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: Kier Balboa

Date: 5/4/2022

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.

30-Year Reserve Plan Starting with Board of Directors 2022 Rate

Fiscal Year Start: 7/1/2022	Interest: 0.50 %	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 Contribs.	Reserve Contribs.			
2022	\$3,406,424	\$3,733,460	91.2 %	Low	3.98 %	\$595,800	\$0	\$15,845	\$1,085,329
2023	\$2,932,739	\$3,421,130	85.7 %	Low	7.25 %	\$638,996	\$0	\$14,439	\$742,139
2024	\$2,844,035	\$3,479,908	81.7 %	Low	7.25 %	\$685,323	\$0	\$14,063	\$760,954
2025	\$2,782,467	\$3,549,219	78.4 %	Low	7.25 %	\$735,009	\$0	\$14,362	\$568,381
2026	\$2,963,455	\$3,850,439	77.0 %	Low	7.25 %	\$788,297	\$0	\$15,654	\$468,107
2027	\$3,299,299	\$4,298,007	76.8 %	Low	7.25 %	\$845,448	\$0	\$15,719	\$1,170,674
2028	\$2,989,792	\$4,064,024	73.6 %	Low	4.90 %	\$886,875	\$0	\$15,122	\$831,473
2029	\$3,060,316	\$4,205,914	72.8 %	Low	4.90 %	\$930,332	\$0	\$15,970	\$677,475
2030	\$3,329,144	\$4,547,401	73.2 %	Low	4.90 %	\$975,918	\$0	\$15,828	\$1,317,376
2031	\$3,003,514	\$4,272,162	70.3 %	Low	4.90 %	\$1,023,738	\$0	\$14,614	\$1,198,421
2032	\$2,843,446	\$4,146,145	68.6 %	Medium	4.90 %	\$1,073,901	\$0	\$13,786	\$1,259,131
2033	\$2,672,001	\$3,989,927	67.0 %	Medium	4.90 %	\$1,126,523	\$0	\$14,382	\$731,048
2034	\$3,081,857	\$4,416,163	69.8 %	Medium	4.90 %	\$1,181,722	\$0	\$16,438	\$785,354
2035	\$3,494,663	\$4,844,048	72.1 %	Low	4.90 %	\$1,239,627	\$0	\$18,089	\$1,009,940
2036	\$3,742,439	\$5,098,199	73.4 %	Low	4.90 %	\$1,300,368	\$0	\$20,450	\$623,819
2037	\$4,439,438	\$5,808,512	76.4 %	Low	4.90 %	\$1,364,086	\$0	\$21,811	\$1,538,679
2038	\$4,286,656	\$5,641,988	76.0 %	Low	4.90 %	\$1,430,927	\$0	\$22,517	\$1,017,872
2039	\$4,722,228	\$6,058,498	77.9 %	Low	4.90 %	\$1,501,042	\$0	\$25,145	\$910,497
2040	\$5,337,918	\$6,653,315	80.2 %	Low	4.90 %	\$1,574,593	\$0	\$27,788	\$1,160,548
2041	\$5,779,752	\$7,063,847	81.8 %	Low	4.90 %	\$1,651,748	\$0	\$31,198	\$760,709
2042	\$6,701,988	\$7,960,688	84.2 %	Low	4.90 %	\$1,732,684	\$0	\$33,675	\$1,697,636
2043	\$6,770,711	\$7,975,215	84.9 %	Low	4.90 %	\$1,817,585	\$0	\$33,392	\$2,032,604
2044	\$6,589,084	\$7,700,422	85.6 %	Low	4.90 %	\$1,906,647	\$0	\$33,710	\$1,631,867
2045	\$6,897,574	\$7,892,208	87.4 %	Low	4.90 %	\$2,000,073	\$0	\$36,102	\$1,387,583
2046	\$7,546,165	\$8,408,958	89.7 %	Low	4.90 %	\$2,098,076	\$0	\$39,555	\$1,404,601
2047	\$8,279,196	\$8,994,445	92.0 %	Low	4.90 %	\$2,200,882	\$0	\$39,293	\$3,077,972
2048	\$7,441,399	\$7,931,442	93.8 %	Low	4.90 %	\$2,308,725	\$0	\$39,475	\$1,437,678
2049	\$8,351,921	\$8,602,957	97.1 %	Low	4.90 %	\$2,421,853	\$0	\$45,454	\$985,680
2050	\$9,833,549	\$9,845,388	99.9 %	Low	4.90 %	\$2,540,524	\$0	\$52,472	\$1,266,754
2051	\$11,159,790	\$10,922,136	102.2 %	Low	4.90 %	\$2,665,009	\$0	\$59,079	\$1,407,136

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.";*

(Continued on page 9)

ANNUAL POLICY STATEMENT

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(Continued from page 8)

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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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.

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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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ANNUAL POLICY STATEMENT

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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

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ANNUAL POLICY STATEMENT

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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.

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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- . *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.
 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:	\$ 2,665,600	Effective	12/31/2021
Deductible:	\$ 1,000	Expires:	12/31/2022
General Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 3,000,000	Effective	12/31/2021
Deductible:	\$ -	Expires:	12/31/2022
Fidelity / Crime Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 5,000,000	Effective	12/31/2021
Deductible:	\$ 25,000	Expires:	12/31/2022
Directors & Officers Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000	Effective	12/31/2021
Deductible:	\$ -	Expires:	12/31/2022
Workers Compensation Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000	Effective	12/31/2021
Deductible:	\$ -	Expires:	12/31/2022
Umbrella / Excess Liability Insurer		National Surety Corp	
Coverage Limit:	\$ 10,000,000	Effective	12/31/2021
Deductible:	\$ -	Expires:	12/31/2022

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—Matt Robertson
16320 Everhart Drive
Weed Ca 96094

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
John Uttech, Secretary
David Tucker, Treasurer
Alan Pursell, Director

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—

DESIGNATED POSTING LOCATIONS

General notices are posted at the following locations:

Bulletin Board:
Administration Building

Website: lakeshastina.com

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.



Spring is around the corner. With everyone working from home, 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.

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 www.lakeshastina.com. 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.

Shastina Community Market

Here is a neighborhood opportunity to purchase clean, local food directly from certified producers throughout the Summer. Includes produce, meat, eggs, coffee and other kitchen goodies. The open market runs from June 1st through September 28th at Hoy Family Park on Tuesday evenings, 4:30pm-6:30pm. Please come prepared to observe COVID precautions so we can all enjoy a safe experience.

For more information on SCM, please email info@siskiyoufoodassistance.org

Or call 530-408-6115

https://siskiyoufoodassistance.org/shastina_community_market/shastina_community_market.html



Siskiyou Food Assistance

**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: _____

California Civil Code §4530(b)(6):				
DOCUMENT	CIVIL CODE SECTION	FEE	INCLUDE D	NOTES*
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 13, 2022 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 2022 Board of Directors Election

The Board will distribute written ballots to each Member by July 1, 2022.

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 4:30 p.m. Monday through Friday.

Telephone: 530-938-3281

Fax: 530-938-4739

Matt Robertson, General Manager—E-Mail: lspoagm@lakeshastina.com
Coral Gross, Administrative Assistant- E-Mail: lspoadmin@lakeshastina.com

Dog Park Discussion

For the most relievable information on the dog park discussion please visit our website or attend our POA Board Meetings on the 2nd Wednesday of the month at 5:00 p.m. The agenda and zoom information is available on our website at www.lakeshastina.com