

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION



Membership Newsletter — May 2021

President's Message

As we progress through these challenging times, the LSPOA staff and board are ever alert to the changing needs that are required. All projects have continued on their specified timelines. We are continuing to have monthly Regular meetings via Zoom while our county is now in the Red tier limiting open public meetings at this time. We will do our best to communicate all that is going on with our activities during these Zoom meetings as posted on our public agenda.

I would also like to welcome our newest LSPOA staff member who began full-time employment with us in January 2021. Pam Robison is our new Community Compliance Officer. She brings with her a wealth of transferable skills for her new job from her years working as a Police Officer with the LSPD. Pam has hit the ground running hard and is up-to-speed in her new position in short order. She is definitely an asset to the LSPOA and for the community at large. Pam we are glad to have you on the job for us.

Hopefully, sometime later this summer perhaps, we will move down to the lowest tier for Covid in Siskiyou county and can resume open public meetings in-person again. I look forward to that day as I miss your presence in our Regular meetings. In the meantime, the LSPOA staff and board will continue to work hard to meet the needs of yours and our community.

We hope you can join us for the next Zoom meeting the 2nd Wednesday of each month at 5:00PM. The agenda is available on the lakeshastina.com website the Friday before the meeting.

Thanks!

Dwayne Chandler
LSPOA Board President

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Nominations for Citizen of the Year 2021

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, 2021**. 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.



General Manager's Message

We continue to live in challenging times. The good news is that life seems to be normalizing a bit. The bad news is that, as of this writing, Covid cases in Siskiyou County are rising and threaten to move us from the Moderate tier to the more restrictive Substantial tier. Because of the mitigation requirements, our indoor facilities remain closed. Outdoor activities are more loosely regulated, so, although we continue to strongly encourage Covid-safe behavior, our outdoor facilities at Hoy Park and the Community Center remain open.

Another challenge facing us, is the proliferation of illegal cannabis cultivation and processing operations surrounding the Lake Shastina area. While the cannabis issue provokes passionate arguments both pro and con, as a community we must be concerned and vigilant about behaviors that can tangibly affect us. It is no secret that these operations use copious amounts of water. Given that the Shasta River basin is in chronic drought conditions, illegal and unregulated competition for increasingly scarce water resources is certainly not in the community's best interest. In cooperation with the LSCSD General Manager, I have been in contact with state and local officials to express our concern and to encourage action to protect our interests. I would encourage each of you to also contact your government representatives to express your concerns.

With that "uplifting" conversation out of the way, I'll move on to what to what Association staff have been up to.

We continue work on the Main Entrance. It's slow going since we must allocate scarce labor resources amongst many tasks. Recognizing this, we have requested quotes to outsource some of the work, specifically free-standing wall building. This is specialized work and requires experience to do right. We have received interest from only one contractor and are awaiting pricing information.

We have also started renovation work on the Community Center Building. The first task in this project was to complete an asbestos survey. The ceiling texture in the main room was found to be contaminated. An asbestos remediation contractor was retained, and this work is complete. The next step is lighting. We have appointments scheduled with electrical contractors over the next couple of weeks to procure quotations. We will also be replacing the windows and doors; flooring throughout the building; kitchen appliances and cabinets; roofing; and siding. And of course, interior, and exterior painting.

One thing to be aware of is the difficulty of procuring contractors in this neck of the woods. I'm sure many of you have experienced this with your own home projects. This means these processes won't be speedy ones. Much of this work will preclude use of the CCB at times. We'll need to schedule use of the CCB around the work.

There are folks in the community that were hopeful we would be able to expand the CCB. The work that we are doing is funded though the Reserve Fund. These are dollars that are set aside to repair, maintain, and replace designated assets. An expansion is not an allowable use of these funds. An expansion is required to be paid for through the Operating Fund. Additionally, the total dollar amount that may be used from the Operating Fund for such a project without a membership vote is inadequate. So, an expansion would require both a vote of the membership and either a Special Assessment or an increase in the Regular Assessment. The Board of Directors recognizes that asking for more money from folks currently is not a prudent action. On the other hand, the renovation will give the building a much-needed facelift and increased energy efficiency.

Your LSPOA staff strives to keep Lake Shastina a special place to live. But we work with a wide variety of members that often have disparate priorities and expectations. Every day is a balancing act for us. While recognizing there are hard and fast rules that apply to life in an Association, we also do our best to use common sense. Not everyone agrees with all our actions and decisions. But these are dictated by the legally binding rules we all agreed to when we chose Lake Shastina as the community we want to live in. These rules are intended to foster good citizenship and good neighbors. Because in the end, that's what we are, neighbors, and our actions affect those around us.

Rick Thompson



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 Page 4 for a list.

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

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

Dog kennel
Fencing, Privacy fencing, Garden fence
Greenhouse
Shed
Concrete driveway
Siding
Windows
Doors
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.

*** Steps for submitting your Project to be Permitted and Approved see page 3.**

Adams Stirling Professional Law Corporation (2021). Architectural Committee: <https://www.davis-stirling.com/HOME/HOA-Architectural-Review-Committee>.

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 Pam Robison, CO with questions at lspoacompl@lakeshastina.com or 530-938-3281, ext. 101.



**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.

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 Pam Robison, CO with questions at lspoacompl@lakeshastina.com or 530-938-3281, ext. 101.

Lake Shastina Property Owner's Association
16320 Everhart Drive, Weed, CA 96094-9400
Phone: (530) 938-3281 Fax: (530) 938-4739 e-mail: lspoadmin@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

ECC-137 (2004)

ANNUAL POLICY STATEMENT

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OFFICIAL COMMUNICATION

Lake Shastina Property Owners Association
Rick Thompson, General Manager
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
Alan Pursell, Director
David Tucker, Treasurer

UPCOMING SCHEDULE OF BOARD MEETINGS

Meetings start at 5 p.m. on the 2nd Wednesday of the month, unless otherwise posted, in the Board Room of the Lake Shastina Administration Office, Next few meetings are May 12th, June 9th and July 14th, Sept 8th
Annual Meeting Aug 7st
10:00 a.m. Community Building

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
Driftwood Lane (Community Center)
Elk Trail / Antelope
Website: lakeshastina.com

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.

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.

OPT-OUT OF SHARING MEMBERS INFORMATION

The Association is required to keep a membership list which contains your name, mailing address and property identification. By law this list is available to any member for a purpose reasonably related to association business upon written request. You may OPT-OUT of having your information provided to another member. The OPT-OUT form is on the website www.lakeshastina.com or later in this issue.

RIGHT OF INSPECTION OF ASSOCIATION RECORDS

Association records are subject to member inspection; current fiscal year and the each of the previous 2 years, minutes of member and board meetings and minutes of any decision making committee meetings.

ANNUAL POLICY STATEMENT

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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.";

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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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ANNUAL POLICY STATEMENT

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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.

ANNUAL POLICY STATEMENT

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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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ANNUAL POLICY STATEMENT

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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.

ANNUAL BUDGET 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
2021/2022 PRO FORMA BUDGET SUMMARY
ORIGINAL APPROVAL DATE: 4/14/2021**

	<u>2021/2022</u>
<u>OPERATING REVENUES</u>	
Assessments Levied	1,043,952
Allocated to Reserves Replacement Fund	(573,000)
Late Payment Revenue	80,000
Interest Income	1,000
Misc. Operational/Non-Operational Income	44,005
	<hr/>
TOTAL REVENUES	595,957
<u>OPERATING EXPENSES</u>	
Maintenance Expense	
Labor	130,225
Vehicles, Equipment, Shop, CCB, Boat Dock, MBU	31,351
Roads/Rights of Way	6,212
Greenbelts (includes Park, Walking trails & Fire Abatement)	16,204
Sub-Total Maintenance Expense	<hr/> 183,992
Administrative Expense	
Labor (includes Admin, CCRCO, & CSD Labor Reimbursement)	246,671
Office Expenses	87,820
Newsletter	4,500
Legal & Accounting	19,500
Insurance (Liability and Workmen's Compensation)	53,474
Sub-Total Administrative Expense	<hr/> 411,965
TOTAL OPERATING EXPENSE	<hr/> 595,957
Savings Transfer from prior year Operating Revenues	<hr/>
<u>EXCESS REVENUE (EXPENSE)</u>	<hr/> -

The Lake Shastina Property Owners Association
does not have any outstanding loans as of 4/14/2021

Assessment and Reserve Funding Disclosure Summary

Lake Shastina, Weed

For Fiscal Year Beginning: 7/1/2021 # of units: 3107

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$47,750.00	\$15.37
Total Assessment Income:	\$97,413.08	\$31.35

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:	7/1/2021
Fully Funded Balance (based on formula defined in 5570(b)4):	\$3,306,005
Projected Reserve Fund Balance:	\$3,591,963
Percent Funded:	108.6 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	(\$92)

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: Kier Balboa

Date: 4/26/2021

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 2021 Rate 19948-11

Fiscal Year Start: 7/1/2021	Interest: 0.50 %	Inflation: 3.00 %
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)	Projected Reserve Balance Changes	

Year	Starting Reserve Balance	Fully Funded		Special Assmt Risk	Increase In Annual Reserve Contribs.	Reserve Contribs.	Loan or Special Assmts	Interest Income	Reserve Expenses
		Balance	Percent Funded						
2021	\$3,591,963	\$3,306,005	108.6 %	Low	0.00 %	\$573,000	\$0	\$16,521	\$1,163,519
2022	\$3,017,965	\$2,805,275	107.6 %	Low	3.75 %	\$594,488	\$0	\$15,420	\$476,437
2023	\$3,151,436	\$3,015,174	104.5 %	Low	3.75 %	\$616,781	\$0	\$16,382	\$382,051
2024	\$3,402,547	\$3,347,080	101.7 %	Low	3.75 %	\$639,910	\$0	\$16,616	\$813,890
2025	\$3,245,183	\$3,263,199	99.4 %	Low	3.75 %	\$663,907	\$0	\$16,632	\$516,670
2026	\$3,409,051	\$3,502,558	97.3 %	Low	3.75 %	\$688,803	\$0	\$16,905	\$760,484
2027	\$3,354,275	\$3,518,179	95.3 %	Low	3.75 %	\$714,633	\$0	\$16,965	\$652,763
2028	\$3,433,110	\$3,666,035	93.6 %	Low	3.75 %	\$741,432	\$0	\$17,502	\$622,802
2029	\$3,569,242	\$3,870,628	92.2 %	Low	3.75 %	\$769,236	\$0	\$17,986	\$729,812
2030	\$3,626,653	\$3,993,221	90.8 %	Low	3.75 %	\$798,082	\$0	\$17,414	\$1,101,868
2031	\$3,340,280	\$3,759,020	88.9 %	Low	3.75 %	\$828,010	\$0	\$14,875	\$1,572,134
2032	\$2,611,032	\$3,056,847	85.4 %	Low	3.75 %	\$859,061	\$0	\$14,054	\$472,266
2033	\$3,011,881	\$3,490,602	86.3 %	Low	3.75 %	\$891,275	\$0	\$15,578	\$698,023
2034	\$3,220,712	\$3,729,696	86.4 %	Low	3.75 %	\$924,698	\$0	\$17,218	\$494,602
2035	\$3,668,026	\$4,211,085	87.1 %	Low	3.75 %	\$959,374	\$0	\$18,809	\$789,239
2036	\$3,856,970	\$4,429,809	87.1 %	Low	3.75 %	\$995,351	\$0	\$19,243	\$1,029,700
2037	\$3,841,864	\$4,434,579	86.6 %	Low	3.00 %	\$1,025,211	\$0	\$20,084	\$693,682
2038	\$4,193,477	\$4,813,563	87.1 %	Low	3.00 %	\$1,055,968	\$0	\$21,496	\$864,134
2039	\$4,406,808	\$5,057,166	87.1 %	Low	3.00 %	\$1,087,647	\$0	\$22,609	\$878,445
2040	\$4,638,618	\$5,323,014	87.1 %	Low	3.00 %	\$1,120,276	\$0	\$24,229	\$728,222
2041	\$5,054,901	\$5,782,134	87.4 %	Low	3.00 %	\$1,153,884	\$0	\$24,099	\$1,646,288
2042	\$4,586,595	\$5,340,905	85.9 %	Low	3.00 %	\$1,188,501	\$0	\$24,458	\$600,894
2043	\$5,198,661	\$5,995,625	86.7 %	Low	3.00 %	\$1,224,156	\$0	\$25,839	\$1,309,494
2044	\$5,139,162	\$5,973,531	86.0 %	Low	3.00 %	\$1,260,881	\$0	\$26,214	\$1,077,430
2045	\$5,348,827	\$6,224,205	85.9 %	Low	3.00 %	\$1,298,707	\$0	\$26,891	\$1,264,426
2046	\$5,409,999	\$6,325,228	85.5 %	Low	3.00 %	\$1,337,668	\$0	\$26,594	\$1,544,266
2047	\$5,229,996	\$6,177,548	84.7 %	Low	3.00 %	\$1,377,798	\$0	\$26,114	\$1,416,298
2048	\$5,217,610	\$6,194,839	84.2 %	Low	3.00 %	\$1,419,132	\$0	\$27,155	\$1,017,295
2049	\$5,646,602	\$6,662,344	84.8 %	Low	3.00 %	\$1,461,706	\$0	\$28,886	\$1,226,947
2050	\$5,910,247	\$6,967,818	84.8 %	Low	3.00 %	\$1,505,558	\$0	\$30,888	\$999,148

Annual Disclosure
Lake Shastina Property Owners

Property Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 2,581,770	Effective	12/31/2020
Deductible:	\$ 1,000	Expires:	12/31/2021
General Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 3,000,000	Effective	12/31/2020
Deductible:	\$ -	Expires:	12/31/2021
Fidelity / Crime Insurer		Liberty Mutual	
Coverage Limit:	\$ 5,000,000	Effective	12/31/2020
Deductible:	\$ 500	Expires:	12/31/2021
Directors & Officers Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000	Effective	12/31/2020
Deductible:	\$ 1,000	Expires:	12/31/2021
Workers Compensation Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000	Effective	12/31/2020
Deductible:	\$ -	Expires:	12/31/2021
Umbrella / Excess Liability Insurer		National Surety Corp	
Coverage Limit:	\$ 10,000,000	Effective	12/31/2020
Deductible:	\$ -	Expires:	12/31/2021

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.

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

LANDLORD / PROPERTY MANAGER RESPONSIBILITIES / TENANT INFORMATION

Property Address: _____
Owners' emergency contact number: _____ or _____
Tenants' names: _____
of people: _____ Tenant Phone #: _____

As a landlord, I understand it is my responsibility:

- To provide this information to the Association for each new tenant
- To review the CC&Rs and landlord rental rules of the Association, Sections 2.3 and 2.4.
- To ensure the property is maintained in accordance with Association rules and standards.
- To pay all utilities, fees and assessments. It is not the responsibility of the tenant and nonpayment shall not be used by the landlord as a means of eviction.
- To provide for weekly trash removal by a waste disposal company servicing the area.
- To provide each new tenant with the CC&Rs, Association Rules, and applicable local government ordinances and ensure the tenant understands them. Violations by tenants or guests are the owner's responsibility.

I, _____, (print owner's name) have reviewed and understand my responsibilities as listed above.

Owner's signature _____ Date: _____

OR as Property Manager, with _____ (firm name), I confirm that we have on file, the above, signed by the owner.

Phone # _____ Emergency phone # _____

Property Manager signature: _____ Date: _____

The following information has been included in the rental agreement:

- A copy of the CC&R's and the rules
- The tenant is subject to and shall comply with each provision of the Governing Documents
- All dogs must be licensed with the Lake Shastina Department of Public Safety within 30 days
- Trash cans are to be stored out of sight, except at collection time.

By signing below, I state that the above information has been included in the rental agreement.

Owner OR Property Manager: _____ (print)

Signature _____ Date: _____

All LSPOA Homeowners - Email Opt - In Program

The Association is pleased to offer a money saving program available to all LSPOA property owners. This program allows you to receive our quarterly newsletters via email. This option is important because:

Environmental: Less paper means less trash and reduced damage to the environment both in the disposal and production of paper and envelopes.

Reduced Clutter: By receiving documents via email there is less paper for you to deal with. All documents can be saved on your computer and viewed at your discretion.

Timely Receipt: Documents sent electronically are received in minutes as opposed to the days it takes for regular mail to arrive.

If these sound like good reasons to you, please sign up for the Newsletter Email Program today using the form below. Simply cut out and return the completed form to the Administration office at your convenience.

If you have any questions on this program, please feel free to give us a call (530-938-3281) and we will be happy to explain the details and the advantages.

Mail form below to:
Lake Shastina Property Owners Association
16320 Everhart Drive, Weed, CA 96094

YES, I want to enroll in the LSPOA's electronic newsletter service. I understand the LSPOA will use all efforts to protect the privacy of email addresses and ensure email addresses are not used for purposes, other than HOA newsletter dissemination, but takes no responsibility for unauthorized access of emails.

Owner ID#: _____ Unit/Lot#: _____

Name: _____ Phone #: _____

Address: _____

Email Address: _____

Signature: _____

-ANNUAL REQUEST FOR EMERGENCY INFORMATION -

To Members: by signing this form, you will be providing important contact information to be used in case of emergency. It is up to you to notify the association whenever your address changes, and to settle with other owners of your unit or lot on one address for communications related to your property.

Please complete the information below:

Homeowner Name(s): _____

e-mail address (optional): _____

Mailing Address: _____

Property Address or Identifier: _____

Phone: Day: _____ Eve: _____

**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

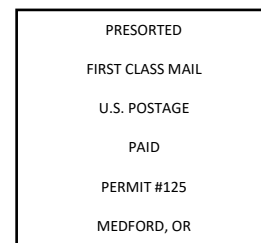
The information provided by this form may not include all fees that may be imposed before the close of escrow.
Additional fees that are not related to the requirements of §4525 will be charged separately.

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 7, 2021 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 2021 Board of Directors Election

The Board will distribute written ballots to each Member by July 1, 2021.

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

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