

Citizens of the Year 2023



VICTORIA CADENA IS OUR CITIZEN OF THE YEAR 2023

Victoria assists others in our community by helping to keep them healthy. She is active in a local Gluten Free support group. And now a days we all know there is a big need for that. She is active in coordinating dance parties once a month on Friday evenings at the Community Center. She is also active working with our High Desert Gardener's volunteers who have helped in creating and maintaining the gardens at Hoy Park, pulling invasive and noxious weeds along roadsides and, with permission, in neighbors' yards. All of this opens up areas for more beauty to shine in.

NOW TAKING NOMINATIONS FOR CITIZEN OF THE YEAR 2024!

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, 2024**.

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

NOTICE OF ANNUAL MEETING OF MEMBERS

The Annual Meeting of the Lake Shastina Property Owners Association will be held on Saturday, September 14, 2024, 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.

POA NEW ACCOUNTING SERVICES

As of February 1st, 2024, the POA has begun utilizing a new accounting service, HOA Accounting Services. This accounting company will be sending out your July 2024 billing. Please note the following:

- ◆ We will be UNABLE to accept payments at the administration office.
- ◆ We will no longer be able to accept cash.
- ◆ If you own multiple lots and would like to put them all on one account please contact: (925) 332 - 2200. This will make it so you will receive one bill instead of multiple.

We understand and sympathize that this transition will take time and patience to get used to. Please remember that we are doing this because it is in the best interest of the community. If you have any questions please don't hesitate to reach out to our office or to the new accounting service.

****NOTE**** This DOES NOT effect your Community Services (CSD) bill or their accounting processes.

Some information about our new accounting company!

- ◆ They are ran and based in California and have been in business and thriving since 2003
- ◆ It is a company that specializes in Property Owner Associations
- ◆ Their staff averages over 10 years of accounting and 5 years of HOA specific accounting experience.

Please direct all POA accounting inquires and questions to the following:

(925) 332 - 2200 or via email at service@hoa-accounting.com

<u>Payment Mailing Address:</u> Lake Shastina Property Owners Association c/o HOA Accounting Services PO Box 97814 Las Vegas, NV 89193 - 7814	<u>Overnight Payment Mailing Address:</u> Lake Shastina Property Owners Association c/o HOA Accounting Services 2261 Market Street STE 4100 San Francisco, CA 94114
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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.

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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- 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) and thirty –five (\$35) thereafter shall be imposed. The Board may immediately proceed with the collection process if the Assessments are not paid within ten (10) days in the requested form after notice of the dishonored check is sent to the owner. The Association may also seek damages in accordance with California Civil Code section 1719.

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

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

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

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

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

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees,

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interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with **Section 5700**) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (**Sections 5700 through 5720** of the Civil Code, inclusive)

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

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

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (**Section 5660** of the Civil Code)

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

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

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (**Section 5655** of the Civil Code)

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

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

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dispute resolution with a neutral third party as set forth in Article 3 (commencing with **Section 5925**) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (**Section 5685** of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (**Section 5665** of the Civil Code)

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

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

INTERNAL DISPUTE RESOLUTION PROCEDURE

Civil Code §5910

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

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

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

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

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

The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

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

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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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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.

(If you are renting your property, per Association Rule 1, CC&R Sections 2.2, 2.3, & 2.4a, you are required to complete this form and submit to the Association Office)



(Association Rule 1: Exhibit "A")

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
- To see that the property is maintained at all times eg: landscaping, roofing, exterior appearance
- To be aware all homes are single family residences. Multiple families, sub leasing, or separate room rentals are not allowed
- To pay the combined billing issued for the property (Depart. Public Safety, sewer, water [District] and Association). It is not the responsibility of the tenant and nonpayment will not be used by the landlord as a means of eviction
- To cause the awareness of my tenant that the Association has governing documents and rules and there are District policies, ordinances, and resolutions eg: water conservation or dog licensing, to abide by. Any violation committed by my tenant or invitee is my 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 # _____

Owner OR 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 and every provision of the Governing Documents
- All dogs must be licensed with the Lake Shastina Department of Public Safety within 30 days
- Garages are for the storage of vehicles and personal property and are not to be used as living quarters
- Multiple families, sub leasing, or separate room rentals are not allowed.
- Removal of garbage is to be on a weekly basis – preferably by one of the companies servicing the area. 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: _____



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 POA

Property Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 2,889,800	Effective	12/31/2023
Deductible:	\$ 1,000	Expires:	12/31/2024
General Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 3,000,000	Effective	12/31/2023
Deductible:	\$ -	Expires:	12/31/2024
Fidelity / Crime Insurer		ACE Fire Underwriters	
Coverage Limit:	\$ 5,000,000	Effective	12/31/2023
Deductible:	\$ 25,000	Expires:	12/31/2024
Directors & Officers Liability Insurer		Farmers Insurance Group	
Coverage Limit:	\$ 2,000,000	Effective	12/31/2023
Deductible:	\$ 1,000	Expires:	12/31/2024
Workers Compensation Insurer		AmTrust North America	
Coverage Limit:	\$ 1,000,000	Effective	12/31/2023
Deductible:	\$ -	Expires:	12/31/2024
Umbrella / Excess Liability Insurer		Richmond National Insurance Co.	
Coverage Limit:	\$ 5,000,000	Effective	12/31/2023
Deductible:	\$ -	Expires:	12/31/2024

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

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

To all Members of the Lake Shastina Property Owners Association:

- Each year the seats of those directors who have served their term come up for election.
- Each director is elected to serve a two-year term.
- This year, two of the five director positions are up for election. To become a candidate, a Member must be eligible pursuant to the LSPOA Election Operating Rules on June 20 and notify the Board in writing with a letter of intent to become a candidate. The letter of intent must be received at the address below, no later than June 20, 2024, 5:00 p.m.
- All Members who respond by June 20, and who are eligible, shall become candidates. Candidates may also provide the Board with a Candidate's Statement on or before June 20. Each candidate's statement is limited to one side of a single 8-1/2 x 11-inch page. Do not sign this statement.
- Candidates appearing on the ballot must be eligible on June 20, 2024.
- The written ballot will list the names of all eligible candidates who notified the Board by June 20. The mailing will include all candidate's statements received by the Board, and will also include an announcement setting the date, time and location of a Candidates' Forum at which all candidates will have an opportunity to address and respond to questions from interested Members.
- If, by June 20, 2024, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
- The date of the Candidates' Forum will be at least 10 days after the announcement is mailed, and at least 10 days before the voting deadline set by the Board.
- The Election of Directors is required to be by secret ballot. The Board will distribute written ballots to each Member by August 15, 2024.
- The meeting to tabulate the ballots will be held on September 14, 2024, at 9:00am at the Community Center Building located at 15244 Driftwood Lane, Weed, Ca. 96094.

Submit Letter of Intent to: Lake Shastina POA
16320 Everhart Drive
Weed, Ca. 96094

Telephone 530-471-2020

Fax 530-938-4739

OFFICIAL COMMUNICATION

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

ARE YOU MOVING ???

An owner must notify the Associations new Accounting Department, HOA Accounting Services directly of all address changes and/or recorded changes in ownership.

This must be done by mail, or email.

Lake Shastina Property Owners Association
c/o HOA Accounting Services, Inc
2261 Market Street, Suite 4100
San Francisco, CA 94114

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 Boards:

Administration Building
Pinehill Rd / Lake Shastina Dr
Lake Shore Dr / Lake Shastina Dr
Driftwood Lane (Community Center)
Elk Trail / Antelope
Website: lakeshastina.org

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 service@hoa-accounting.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 emailed or a copy sent by regular mail to HOA Accounting Services.

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's accounting department, HOA Accounting Services, 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 HOA Accounting Services of the secondary address information in writing is the responsibility of the property owner.

To Members: Civil Code §4041 states an owner of a separate interest shall, on an annual basis, provide written notice to the association of all of the following:

Homeowner Name(s) _____

Preferred Mailing Address to which notices from the association are to be delivered:

Property Address or Identifier (APN/Account # /Unit Lot): _____

Is this property: Owner Occupied Rental Unoccupied or Vacant land (circle one)

Email: _____ Phone: _____

By providing your phone number you will be providing important emergency contact information.

You may request notices be sent to an alternate or secondary address cc§5206:

Name & Address of legal representative, if any, including any person with power of attorney:

It is up to you to notify the association directly whenever your address changes and to settle with other owners of your unit or lot on one address and one secondary address for communications related to your property. If an owner fails to provide the notices set forth above, the documents shall be addressed to the recipient at the address last shown on the books of the association.

You may email the above info to *service@hoa-accounting.com*

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address: _____

Owner of Property: _____

Owner's Mailing Address: _____

(if known or different from property address)

Provider of the **Section 4525** Items: _____

Print Name	Position or Title	Association or Agent	Date Form Completed
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Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$30.00	
CC&Rs	Section 4525(a)(1)	\$50.00	
Bylaws	Section 4525(a)(1)	\$35.00	
Operating Rules	Section 4525(a)(1)	\$35.00	
Age Restrictions, if any	Section 4525(a)(2)		Refer to Demand
Rental Restrictions, if any	Section 4525(a)(9)	\$10.00	
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$50.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$35.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to Demand
Special Assessment	Section 4525(a)(4)	\$25.00	
Emergency Assessment	Section 4525(a)(4)		Refer to Demand

Lake Shastina Property Owners Association

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		Refer to Demand
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		Refer to Demand
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to Demand
Required Statement of Fees	Section 4525	\$222.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$65.00	
Total fees for these documents:		\$ \$557.00	

*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 Section 4525 shall be charged separately.

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

**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: _____

Lake Shastina Property Owners Association
16320 Everhart Drive
Weed CA 96094



Lake Shastina Property Owners Association is beginning to utilize a new software program for all its billing and accounting. HOA Accounting Services is a user-friendly and easily accessible program where members will be able to pay their bill, view their payment history, ask questions about their payments, view their account balance, and will have the ability to see all the meeting minutes from the POA Board Meetings. We will begin using this new software for our July 2024 billing. You will be able to pay your bill online or by mailing in your payment. Please note that we will no longer be able to accept any payments at the administration building.

(925) 332 - 2200

https://portal.hoa-accounting.com/home_v2/Login
service@hoa-accounting.com

