Analysis - Opinion Statement

Based on the historical documents, statutory framework, and the emerging California trend reflected in the San Mateo and Sacramento "map-exclusion" cases, there is a credible and increasing likelihood that owners residing on La Cresta's cul-de-sac roads—roads the LCPOA itself disclaims responsibility for—could assert viable legal grounds to suspend assessment payments or pursue Deannexation.

This probability arises not because such owners seek to abandon the association, but because the LCPOA has created a legal inconsistency: it continues to levy full assessments while simultaneously denying any duty to provide road maintenance, support, or infrastructure services to those same properties, despite express, recorded obligations requiring it to do so.

The Association's governing documents, as recorded and binding, are unambiguous. The Articles of Incorporation (1988), Declaration of Restrictions (1969), and Bylaws each state that the purpose of the Association is, among other objectives, **"**the maintenance, repair and upkeep of the **private roads**, drainage improvements, slope easements, water acquisition areas, and fire retreat areas within the boundaries of the La Cresta Development**."**

No limiting or restrictive language appears that would confine maintenance obligations only to the original twenty-two roads shown on the 1969 tract map. The documents do not differentiate between **"original roads," "new roads," "cul-de-sacs," "extensions,"** or **"private connectors."** Instead, the obligation is tied clearly and consistently to all *private roads* **"within the boundaries of the Development."**

In contrast to the governing documents, LCPOA counsel Anne Rawlinson asserts that the Association's responsibility extends only to the "original twenty-two" roadway segments shown on the tract filings. Her position relies heavily on the **unpublished JSB decision** from 2020, which addressed a narrow question: whether the LCPOA was legally required to "construct" a new road for the benefit of subdividing owners whose access was limited.

The court held that LCPOA had no obligation to **construct new roadways** not shown on the original maps. However, counsel has intentionally and repeatedly extended this judicial finding far beyond its scope, treating it as an *adjudication* on **maintenance** obligations for existing cul-de-sacs, despite the fact that the court did not address, define, interpret, or rule on "road maintenance" provisions. This expansion of the JSB ruling into a global exemption from responsibility is not supported by the text of the decision, nor by the Association's deeds, organizational purpose statements, or covenants.

The relevance of the San Mateo and Sacramento map-exclusion cases becomes apparent precisely where LCPOA's interpretation creates this jurisdictional contradiction. In both circumstances, owners who discovered that their parcels were not shown on the subdivision's recorded map argued that they were not subject to assessments, CC&Rs, or HOA jurisdiction at all.

The courts **upheld their position.** The governing principle emerging from those decisions, even if unpublished, is straightforward: if an association asserts that certain lots are outside the scope of services, maintenance, jurisdiction, and infrastructure coverage, then it cannot enforce mandatory assessment obligations against those same lots. The mutuality of obligation recognized in **Nahrstedt v. Lakeside Village**—the requirement that burdens imposed by ***equitable servitudes*** must correspond to benefits conferred—operates directly here.

LCPOA is currently taking a dual and irreconcilable position: it is charging cul-de-sac owners full assessments while disavowing its duty to maintain the roads providing their only physical access. This approach exposes the Association to legal challenge not only for *breach of governing documents*, but also for collecting assessments without providing the contractually defined services that justify them under **Civil Code §5600** and **§5975.**

If the Association continues to deny responsibility, those same owners may invoke the San Mateo map logic to assert that they cannot be compelled to remain members of an organization that affirmatively declares they are outside its operating infrastructure.

The Association's denial of responsibility is additionally undercut by established California HOA precedent, including **Affan v. Portofino (2010)**, which held that an association cannot disregard maintenance duties that are explicitly imposed by recorded CC&Rs.

Where maintenance duties are established by covenant, the association may be compelled to perform them by *writ or injunction*. The fact that LCPOA has historically not maintained cul-de-sacs cannot legally override the recorded obligations it assumed at formation; longstanding neglect does not convert duty into exemption.

There is, therefore, both a factual and legal foundation for owners to argue that LCPOA's current interpretation, if correct, ***necessarily severs the reciprocal obligations that sustain assessment enforcement***.

Should LCPOA persist in asserting that cul-de-sac roads are not Association roads, do not fall under its jurisdiction, and do not trigger its maintenance responsibilities, owners could legitimately argue that they are similarly not bound by assessment or membership obligations tied to those same roadways. Conversely, if LCPOA wishes to enforce assessments, it must accept the maintenance mandates clearly expressed in its Articles, CC&Rs, and Bylaws. It cannot have both positions simultaneously.

The San Mateo litigation, among others, demonstrates that courts are prepared to rule against associations that attempt to enforce assessments on parcels not properly incorporated into the recorded map or declared service areas. If LCPOA continues to construct a narrative that cul-de-sacs are outside its defined responsibility zones, it risks enabling exactly that outcome.

At minimum, the inconsistency invites legal challenge. At maximum, it could form the basis for partial Deannexation, assessment suspension, or forced maintenance via judicial order.

If the Association continues to deny its recorded duties, it strengthens the legal argument that owners living on these roads are entitled not only to question the validity of assessments, but to demand either service performance or jurisdictional release.

The LCPOA would be better served by aligning itself with the clear language of its governing documents rather than expanding a narrow-unpublished decision into an unrecognizable operational doctrine that directly contradicts its corporate formation purpose.

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SUMMARY ANALYSIS – OPINION STATEMENT

Based on general information provided on the San Mateo HOA litigation against property owners who refused to pay their assessments after discovering their properties were not part of the tract maps filed in San Mateo County I am providing a structured legal **opinion-style analysis** addressing the following:

(1) the **probability** of La Cresta owners disannexing / ceasing assessments,

(2) the **conflict** between LCPOA governing documents and counsel Anne Rawlinson's interpretation,

(3) the relevance of the **San Mateo / Sacramento HOA map-exclusion cases**, and

(4) the ability to **compel LCPOA maintenance** despite its denials.

I. Opinion Summary

Based on the governing documents of the La Cresta Property Owners Association **(LCPOA)** expressly obligate the Association to **maintain, repair, and uphold "private" roads, drainage easements, slope easements, and fire retreat areas within the Development**. The Board's current legal argument—that cul-de-sacs and "private roads" are not subject to LCPOA maintenance—is not supported by the plain text of the corporate formation documents, recorded CC&Rs, or preamble to the Bylaws.

LCPOA legal counsel's reliance on the **non-published JSB decision** goes only to **construction of new roads**, not ongoing **maintenance of existing private access routes used to reach residential parcels**. Therefore, her conclusion that LCPOA has **no responsibility to maintain existing cul-de-sacs** is an expansion of the ruling beyond the issue actually adjudicated. That expansion is not supported by recorded documents and creates litigation exposure if owners challenge assessments tied to road obligations.

II. Discrepancy – Governing Documents vs. Rawlinson Opinion

A. Governing Text (Binding)

All three governing sources state LCPOA was formed **for the maintenance of private roads**, with no language restricting that duty to only 22 original mapped roads.

Document	Binding Language
Articles of Incorporation (1988)	"…formed for the maintenance, repair and upkeep of **the private roads** … within the boundaries of La Cresta."
1969 Declaration of Restrictions, §V(b)	"…to provide for the maintenance, repair and upkeep of **the private roads** … within the boundaries of the Development."
Bylaws, Preamble & Article III	"…to provide and pay for the maintenance, repair and upkeep of **the private roads** … in said development."

B. Counsel's Asserted Interpretation

Counsel claims:

- "Private roads" = only roads shown on **1969 tract maps**.
- No duty exists if a cul-de-sac is not mapped.
- LCPOA has no title/easement → therefore no duty.

C. Conflict

Counsel's limitation is **not present** in the governing documents. Her reading is therefore **extra-textual** and **defensive**, not interpretive.

III. Analysis of the JSB (MCC1800519) Ruling

The case addressed only:

- LCPOA is NOT being obligated to **construct** new roadways created by private subdividers.

What the Court Did *Not* Decide

- It **did not** rule that LCPOA has no duty to **maintain existing private access routes** used by owners.
- It **did not** decide that cul-de-sac owners are outside the assessment structure.
- It **did not** interpret the road-maintenance duty provisions in Articles, CC&Rs, and Bylaws.

Counsel's Expansion of the Holding

Rawlinson conflates:

- **construction** obligation → **maintenance** obligation.

As with Attorney Anne Rawlinson's opinion concerning former President Carla Marvin's October 3, 2024, resignation and her continuing authority to vote on her successor, Ms. Rawlinson's position on the Association's alleged lack of responsibility to maintain cul-de-sacs reflects not a faithful interpretation of the governing instruments, but an unsupported expansion designed to serve the Board majority's preferences.

Anne Rawlinson's conclusion constitutes a legal leap untethered to the Articles, CC&Rs, or Bylaws and appears, once again, to prioritize defending the Board's current operational posture rather than fulfilling her fiduciary and professional duty to advise in accordance with the recorded obligations and the interests of the Association's full corporate membership.

IV. San Mateo / Sacramento Map-Omission Cases (Unpublished but Persuasive) Principle Extracted

A property not included on:

- the **recorded subdivision map and**
- the **recorded CC&Rs**

cannot be compelled to:

- join an association,
- pay assessments,
- or accept jurisdictional enforcement.

Application to La Cresta

If LCPOA continues to assert:

- cul-de-sac properties are **not part of the mapped private road system**, then **those same owners may assert**:
- they cannot be bound to assessments for road maintenance they are deemed outside of.

Legal Theory Supported

Mutuality of Benefit and Burden (Equitable Servitudes)

- If LCPOA claims **no burden**, owners may argue **no reciprocal benefit**, therefore no enforcement.

This symmetry is recognized in:

- **Nahrstedt v. Lakeside Village (1994) 8 Cal.4th 361** (burden must correspond to benefit)
- **Civil Code § 5975** (assessments enforceable only if tied to actual obligations)

V. Forced Maintenance and Service Provision

Compelling LCPOA Performance

Under California HOA/POA law, where governing documents mandate maintenance, courts consistently uphold:

- **Writ of Mandate / Injunction**
  to force association performance.

Case Support (Published Principles)

Authority	**Principle**
Civ. Code § 5600	Assessments must relate to obligations imposed by governing documents.
Civ. Code § 5975	Recorded covenants enforceable as mutual equitable servitudes.
Civ. Code § 4000 et seq. (Davis-Stirling)	Maintenance duties are not optional and must follow governing documents.
Affan v. Portofino (2010) 189 Cal.App.4th 930	Association liable for failure to maintain common areas as required in CC&Rs.

Affan specifically holds that where CC&Rs impose maintenance duties, HOA cannot disclaim them to avoid liability.

VI. Probability of Deannexation or Assessment Suspension

If the LCPOA Maintains its' Current Position

There is a **non-trivial legal probability** that:

- owners deemed "not on the map" may argue they are **not subject to assessments**,
- especially if LCPOA repeatedly claims they are **outside LCPOA's jurisdiction and service scope**.

CONJECTURED RISK LEVELS

Moderate to High, contingent on:

- title review,
- original tract mapping,
- absence of express inclusion language on deeds/lot descriptions.

Boards cannot legally:

- deny services **and**
- compel assessment **simultaneously**, when recorded documents mandate maintenance.

VII. Opinion Conclusion

The LCPOA governing documents unambiguously require maintenance of **"private roads"** without the limiting qualifiers imposed by current counsel. The JSB ruling does not relieve LCPOA from maintaining existing private access routes; it only rejects an obligation to **construct new ones**. Counsel's interpretation is therefore **overextended**, vulnerable to challenge, and could inadvertently provide cul-de-sac owners with a valid legal pathway to assessment non-payment, map-exclusion argument, or eventual Deannexation.

Further, under established California HOA law, a court could compel LCPOA to maintain private access infrastructure pursuant to its Articles, CC&Rs, and Bylaws. Conversely, if LCPOA insists such roads fall outside its scope, owners may legally assert they are likewise outside LCPOA's jurisdictional and assessment reach.

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