



August 20, 2024

Dear Homeowner:

In compliance with Civil Code §5300, attached is the La Cresta Property Owners Association's budget for the fiscal year ending September 30, 2025. This budget reflects the continuing efforts of the Board of Directors to maintain the quality of La Cresta Property Owners Association while maintaining control over expenditures.

The Board is pleased to inform you that the annual assessment will remain \$175.00 per acre, commencing October 1, 2024, through September 30, 2025.

With this budget, the Board of Directors does not anticipate that any special assessments will be required to replace, repair or restore any major component to the reserve program. In addition, the association does not have any outstanding loans for longer than one year.

To assist with the preparation of the budget, the Association retained the services of a professional reserve analyst to review the funding program for the Association and provide recommendations for future funding of the reserve accounts. A summary of the study including the reserve funding plan, and the procedures used to calculate reserves is provided for your review and copies of the complete reserve study are available upon request.

In addition, to this Annual Budget Report please find the following disclosure items:

- Annual Policy Statement
- Association's Insurance Coverage Disclosure
- Summary of California Civil Code Section 5925 regarding Alternative Dispute Resolution (ADR)
- Association's current Assessment and Billing Collection Policy
- Summary of Architectural Procedures, Application, Fee Schedule
- Rules & Regulations
- FHA Certification Disclosure/VA Certification Disclosure
- Authorization form for Electronic Delivery of Documents/Member Opt Out List form
- Escrow Fee Disclosure

Thank you for your continued support of the Association. If you should have any questions regarding the enclosed information, please contact our property manager, Elisa Garibay at egaribay@powerstonepm.com or (951) 823-1020.

Sincerely,

The Board of Directors
La Cresta Property Owners Association

LA CRESTA PROPERTY OWNERS' ASSOCIATION
Fiscal Year End September 30, 2025
Approved Budget

		Annual		Monthly
INCOME				
4001	HOMEOWNERS ASSESSMENTS	\$ 1,025,148.00		\$ 85,429.00
	TOTAL INCOME	\$ 1,025,148.00		\$ 85,429.00
EXPENSES				
GENERAL & ADMINISTRATION				
5000	INSURANCE	\$ 37,000.00		\$ 3,083.33
5009	BAD DEBT EXPENSE	30,000.00		2,500.00
5010	LEGAL FEES	50,000.00		4,166.67
5012	LEGAL - COLLECTIONS	1,200.00		100.00
5015	MANAGEMENT FEE	156,000.00		13,000.00
5016	MANAGEMENT EXTRAS	600.00		50.00
5020	PRINTING/POSTAGE	11,600.00		966.67
5021	MISCELLANEOUS	1,200.00		100.00
5026	RESERVE STUDY	1,450.00		120.83
5045	AUDIT/TAX	1,400.00		116.67
5047	ANNUAL MEETING COST	11,000.00		916.67
5051	CHRISTMAS DECORATIONS	7,000.00		583.33
5053	MEETING EXPENSE	4,000.00		333.33
5055	STORAGE UNIT EXPENSE	3,500.00		291.67
	TOTAL GENERAL & ADMINISTRATION	\$ 315,950.00		\$ 26,329.17
COMMITTEE				
5100	COMMITTEE - BEAUTIFICATION	\$ 1,500.00		\$ 125.00
5102	COMMITTEE - ROADS	1,000.00		83.33
5104	COMMITTEE - NEIGHBORHOOD	500.00		41.67
5106	COMMITTEE - TRAILS	750.00		62.50
5108	COMMITTEE - ARCHITECTURAL	300.00		25.00
5110	COMMUNITY EVENTS	10,000.00		833.33
5112	COMMITTEE - GOVERNING DOCUMENT	500.00		41.67
	TOTAL COMMITTEE	\$ 14,550.00		\$ 1,212.50
LANDSCAPE				
5200	LANDSCAPE CONTRACT SERVICE	\$ 21,000.00		\$ 1,750.00
5210	LANDSCAPE EXTRAS	1,000.00		83.33
5235	BACKFLOW TESTING & REPAIR	100.00		8.33
	TOTAL LANDSCAPE	\$ 22,100.00		\$ 1,841.66
TRAIL MAINTENANCE				
5215	TRAIL INSPECTIONS	\$ 7,500.00		\$ 625.00
5220	SURVEY - TRAILS	6,000.00		500.00
5225	TRAIL MAINT. & WEED ABATEMENT	42,500.00		3,541.67
	TOTAL TRAIL MAINTENANCE	\$ 56,000.00		\$ 4,666.67
EASEMENT AREA MAINT/REPAIRS				
5124	SIGNAGE	\$ 5,000.00		\$ 416.67
5126	CONTINGENCY	40,000.00		3,333.33
	TOTAL EASEMENT AREA MAINT/REPA	\$ 45,000.00		\$ 3,750.00
ROAD/EASEMENT MAINT				
5820	EMERGENCY REPAIR/CLEANUP	\$ 1,000.00		\$ 83.33
5880	ROAD REPAIRS	5,000.00		416.67
5882	FLOCK CAMERAS	12,500.00		1,041.67
5885	DRAIN & SHOULDER REPAIRS	25,000.00		2,083.33
5890	ROADSIDE WEED ABATEMENT	60,000.00		5,000.00
5895	CULVERT CLEANING/INSPECTION	50,000.00		4,166.67
5245	TREE MAINTENANCE	10,000.00		833.33

LA CRESTA PROPERTY OWNERS' ASSOCIATION
 Fiscal Year End September 30, 2025
 Approved Budget

		Annual	Monthly
5260	ROADSIDE TRASH COLLECTION	8,750.00	729.17
	TOTAL ROAD/EASEMENT MAINT	\$ 172,250.00	\$ 14,354.17
CAPITAL IMPROVEMENTS			
5322	CAPITAL IMPROVEMENT - FENCE	\$ 25,000.00	\$ 2,083.33
	TOTAL CAPITAL IMPROVEMENTS	\$ 25,000.00	\$ 2,083.33
UTILITIES			
6000	WATER	\$ 1,500.00	\$ 125.00
6010	ELECTRICITY	450.00	37.50
	TOTAL UTILITIES	\$ 1,950.00	\$ 162.50
	TOTAL OPERATING EXP BEFORE RSV	\$ 652,800.00	\$ 54,400.00
RESERVES			
9000	RESERVE CONTRIBUTION	\$ 372,348.00	\$ 31,029.00
	TOTAL RESERVES	\$ 372,348.00	\$ 31,029.00
	TOTAL OPERATING EXPENSES	\$ 1,025,148.00	\$ 85,429.00
	NET SURPLUS/(DEFICIT)	\$ -	\$ -
		=====	=====



ADVANCED RESERVE SOLUTIONS, INC.

Membership Disclosure Summary

Mail this information
to the membership
in your annual budget mailing

California Civil Code requires CIDs to include an "Assessment and Reserve Funding Disclosure Summary." This summary is included herein along with directions for use. This summary was designed to meet the legal requirements for membership disclosure in the State of California. Note, this page need not be distributed.

La Cresta Property Owners Association

Executive Summary

Directed Cash Flow Calculation Method

Client Information:

Account Number	40028
Version Number	2
Analysis Date	06/04/2024
Fiscal Year	10/1/2024 to 9/30/2025
Number of Acres	5,858
Phasing	1 of 1

Global Parameters:

Inflation Rate	3.00 %
2024-25 Contribution Increase	10.00 %
Investment Rate	0.30 %
Taxes on Investments	1.00 %
Contingency	3.00 %

Community Profile:

La Cresta is a private community of prestige single-family homes with acreage located adjacent to the Santa Rosa Plateau and Cleveland National Forest in the foothills of southern Riverside County, California. The amenities include private streets, equestrian trails, and panoramic views. The community settings are groves, vineyards, and equestrian facilities.

Construction of the community and the common elements began in 1969.

For budgeting purposes, unless otherwise indicated, we have used the actual placed-in-service dates for aging the components included in this analysis.

Level of service: Level 3 - update report with no site visit.

Most recent ARS site visit: March, 2022.

Adequacy of Reserves as of October 1, 2024:

Anticipated Reserve Balance	\$2,130,554.05
Fully Funded Reserve Balance	\$2,980,951.22
Percent Funded	71.47%

Recommended Funding for the 2024-2025 Fiscal Year:	Annual	Monthly	Per Acre Per Month
Member Contribution	\$509,190	\$42,432.50	\$7.24
Interest Contribution	\$4,969	\$414.10	\$0.07
Total Contribution	\$514,159	\$42,846.60	\$7.31

La Cresta Property Owners Association

Membership Disclosure Summary

Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
010 Maintenance/Rehabilitation	\$2,485,481	\$1,223,544	0-4	5
020 Fencing	\$85,808	\$67,894	0-20	1-25
025 Landscape	\$10,000	\$3,681	2-4	5-8
030 Grounds	\$288,500	\$161,680	1-18	8-25
050 Painting	\$10,000	\$7,778	1	5
050 Streets & Drives	\$1,628,925	\$603,922	0-49	10-64
Contingency	n.a.	\$62,055	n.a.	n.a.
Total	\$4,508,714	\$2,130,554	0-49	1-64

La Cresta Property Owners Association Projections

Directed Cash Flow Calculation Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2024-2025	\$2,130,554	\$509,190	\$4,969	\$692,963	\$1,951,750	\$2,985,355	65%
2025-2026	\$1,951,750	\$560,109	\$3,567	\$1,009,002	\$1,506,425	\$2,670,275	56%
2026-2027	\$1,506,425	\$616,119	\$3,008	\$777,141	\$1,348,411	\$2,593,566	52%
2027-2028	\$1,348,411	\$677,731	\$2,016	\$981,154	\$1,047,003	\$2,318,833	45%
2028-2029	\$1,047,003	\$745,504	\$2,585	\$519,270	\$1,275,822	\$2,535,767	50%
2029-2030	\$1,275,822	\$751,915	\$3,175	\$552,757	\$1,478,155	\$2,744,631	54%
2030-2031	\$1,478,155	\$759,937	\$3,270	\$726,597	\$1,514,767	\$2,796,910	54%
2031-2032	\$1,514,767	\$759,263	\$2,811	\$917,480	\$1,359,361	\$2,668,339	51%
2032-2033	\$1,359,361	\$765,043	\$2,508	\$866,464	\$1,260,448	\$2,612,859	48%
2033-2034	\$1,260,448	\$804,119	\$3,524	\$443,838	\$1,624,253	\$3,028,196	54%
2034-2035	\$1,624,253	\$833,482	\$3,940	\$681,114	\$1,780,561	\$3,228,501	55%
2035-2036	\$1,780,561	\$856,393	\$3,957	\$842,325	\$1,798,586	\$3,288,748	55%
2036-2037	\$1,798,586	\$883,952	\$4,208	\$788,439	\$1,898,308	\$3,433,681	55%
2037-2038	\$1,898,308	\$901,365	\$3,777	\$1,041,183	\$1,762,268	\$3,341,308	53%
2038-2039	\$1,762,268	\$955,192	\$5,462	\$363,271	\$2,359,650	\$3,992,636	59%
2039-2040	\$2,359,650	\$994,390	\$6,163	\$742,859	\$2,617,344	\$4,288,893	61%
2040-2041	\$2,617,344	\$1,021,185	\$6,117	\$1,028,237	\$2,616,409	\$4,320,216	61%
2041-2042	\$2,616,409	\$1,041,110	\$5,656	\$1,191,695	\$2,471,480	\$4,208,871	59%
2042-2043	\$2,471,480	\$1,060,509	\$5,180	\$1,215,529	\$2,321,640	\$4,099,600	57%
2043-2044	\$2,321,640	\$1,112,392	\$6,646	\$596,481	\$2,844,197	\$4,675,419	61%
2044-2045	\$2,844,197	\$1,154,566	\$7,396	\$886,188	\$3,119,971	\$4,993,726	62%
2045-2046	\$3,119,971	\$1,177,982	\$7,075	\$1,280,837	\$3,024,190	\$4,936,445	61%
2046-2047	\$3,024,190	\$1,212,035	\$7,420	\$1,084,505	\$3,159,140	\$5,120,287	62%
2047-2048	\$3,159,140	\$1,234,119	\$7,062	\$1,349,923	\$3,050,397	\$5,063,651	60%
2048-2049	\$3,050,397	\$1,296,426	\$9,386	\$488,206	\$3,868,004	\$5,956,169	65%
2049-2050	\$3,868,004	\$1,318,045	\$8,618	\$1,574,129	\$3,620,538	\$5,761,162	63%
2050-2051	\$3,620,538	\$1,342,523	\$8,089	\$1,515,573	\$3,455,577	\$5,661,317	61%
2051-2052	\$3,455,577	\$1,361,683	\$7,046	\$1,710,293	\$3,114,013	\$5,391,954	58%
2052-2053	\$3,114,013	\$1,387,041	\$6,245	\$1,649,584	\$2,857,715	\$5,220,172	55%
2053-2054	\$2,857,715	\$1,469,950	\$8,818	\$565,965	\$3,770,519	\$6,235,345	60%

NOTE: In some cases, the projected Ending Balance may exceed the Fully Funded Ending Balance in years following high Expenditures. This is a result of the provision for contingency in this analysis, which in these projections is never expended. The contingency is continually adjusted according to need and any excess is redistributed among all components included.

La Cresta Property Owners Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending September 30, 2025
 ("Disclosure Summary")

The notes at the end of this Disclosure Summary should be read in conjunction with the information provided.

(1) The regular assessment for the 2024-25 fiscal year per ownership interest acre is **\$175.00** per month.

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page ____ of the attached report.

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the association's Board of Directors (the "Board") and/or members:

Date assessment will be due:	Amount per ownership interest per month or year (If assessments are variable, see note immediately below):	Purpose of the assessment:
N.A.		

Total: _____

(3) Based upon the most recent reserve study dated June 4, 2024 and other information available to the Board of Directors, will currently projected reserve account balances 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 X No _____

(4) If the answer to #3 is "no," what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not been approved by the Board or the members?

Approximate date assessment will be due:	Amount per ownership interest per month or year:
N.A.	

Total: _____

La Cresta Property Owners Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending September 30, 2025
("Disclosure Summary")

(5) All major components are included in the reserve study and are included in its calculations. However, the following major assets are excluded from the reserve study calculations for the following reasons:

Major asset:	Reason this major asset was not included:
None	

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$2,980,951.22**, based in whole or in part on the last reserve study or update prepared by Advanced Reserve Solutions, Inc. as of June 4, 2024. The projected reserve fund cash balance at the end of the current fiscal year is **\$2,130,554.05**, resulting in reserves being **71.47%** funded at this date. The current deficiency in the reserve fund represents **\$145.17** per acre of ownership interest.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, a 5 year reserve funding plan has been developed – see the attached Projections. The assumed long-term before-tax interest rate earned on reserve funds is **0.30%** per year and the assumed long-term inflation rate applied to major component repair and replacement costs is **3.00%** per year. Full reserve study is available upon request.

NOTES:

(A) The financial representations set forth in this summary are based on the best estimates of the preparer and the Board at that time. The estimates are subject to change. (B) For the purposes of understanding this Disclosure Summary: (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement. (2) "Major component" has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in the study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary. (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided. (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund reserves in accordance with this calculation. (5) Based on reserve studies or the occurrence of one or more unanticipated events, the Board could increase regular assessments and/or levy special assessments, consistent with the provisions of the CC&Rs and applicable law, to fund additional reserves as it deems necessary. For example, the information contained in this Disclosure Summary includes (i) estimates of replacement value and life expectancies of the components and (ii) assumptions regarding future events. Estimates are projections of a future event based on information currently available and are not necessarily indicative of the actual future outcome. The longer the time period between the estimate and the estimated event, the more likely the possibility of error and/or discrepancy. For example, some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the preparation of this Disclosure Summary. Therefore, the actual replacement cost and remaining life may vary from this report and summary and the variation may be significant. Additionally, inflation and other economic events may impact this report and summary, particularly over an extended period of time (such as thirty (30) years) and those events could have a significant and negative impact on the accuracy of this Disclosure Summary and, further, the funds available to meet the association's obligation for repair and/or replacement of major components during their estimated useful life.

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, 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 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)



ADDITIONAL REMARKS SCHEDULE

AGENCY LaBarre/Oksnee Insurance		NAMED INSURED La Cresta Property Owners Association c/o Avalon Management 43529 Ridge Park Dr Temecula CA 92590	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Coverage is for COMMON AREAS ONLY

Coverage Includes:
 Severability of Interest / Separation of Insureds
 Computer Fraud & Funds Transfer Fraud
 D&O is a Claims-Made Policy

Excess Crime/Fidelity Bond:
 Excess Fidelity Bond Carrier: Westchester Fire Insurance Company
 Excess Fidelity Bond Policy Number: G72504823 004

SUMMARY OF DISPUTE RESOLUTION POLICIES

ALTERNATIVE DISPUTE RESOLUTION SUMMARY

California *Civil Code* Sections 5925 through 5965 require community associations and their homeowners to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits in superior court. ADR means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. ADR may either be binding or non-binding, as may be agreed to by the parties. This Summary of the ADR statutes is being distributed as required by California *Civil Code* Section 5965.

I. When ADR Must be Offered Prior to Initiating Enforcement Action:

An association or an owner may not file certain lawsuits in superior court unless an effort has been made to submit the dispute to ADR as required by law. Generally, ADR must be offered before filing a civil action or proceeding that seeks:

- A. A judicial declaration of the rights and responsibilities of the parties, only; or
- B. A writ of mandate or a writ of prohibition, only; or
- C. Permanent injunctive relief only; or
- D. Declaratory relief, writ relief, or injunctive relief combined with a claim for monetary damages not in excess of the jurisdictional limits of small claims court.

It is not necessary to offer ADR prior to filing any other type of superior court action, or prior to filing any type of small claims action. Except as otherwise provided by law, the ADR requirement does **not** apply to an assessment dispute.

II. Compliance Procedures:

The ADR process is initiated by one party serving all other parties with a “Request for Resolution,” which shall include:

- A. A brief description of the dispute between the parties;
- B. A request for ADR;
- C. When directed to an owner, the request must be accompanied by a copy of the ADR statutes;
- D. A notice to all parties that they are required to respond within 30 days of receipt, or else the offer of ADR is deemed rejected; and

Service of the Request must be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the intended recipient actual notice of the Request. If the Request is accepted, ADR must be completed within 90 days of the receipt of the acceptance, unless the parties sign a written agreement extending the completion date.

The cost of ADR is to be borne by the parties. Unless the parties agree, no oral or written evidence or statements made in an ADR proceeding, other than arbitration, are admissible as evidence in a later lawsuit.

Each homeowner should consult with his or her own attorney regarding appropriate compliance with the ADR statutes.

III. Failure to Participate in Some Form of ADR Prior to Enforcement Action:

Should a party unreasonably refuse to participate in ADR before the lawsuit is filed, the court may, in its discretion, take this refusal into consideration in determining the amount of attorney's fees and costs ultimately awarded at trial. In accordance with the disclosure requirement of California *Civil Code* Section 5965, please be advised that:

“Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section 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.”

INTERNAL DISPUTE RESOLUTION POLICY

Pursuant to the requirements of California Civil Code Section 5905, the Association provides you with the following internal dispute resolution procedure (“IDR”), as stated in California Civil Code Section 5915. This policy will apply to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code Section 4000; the California Non-Profit Mutual Benefit Corporation Law, Corporations Code Section 7110, et seq.; or the Governing Documents of the Association. This policy supplements the requirements for alternative dispute resolution as provided in Civil Code Section 5925, et seq.

Either party to a dispute within the scope of Civil Code Sections 5900-5920 may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association's Board of Directors shall designate a member, or members, of the Board to meet and confer.
4. 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. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the Association.

An agreement reached under this policy binds the parties and is judicially enforceable if it is signed by the parties and both of the following conditions are satisfied:

1. The agreement is not in conflict with law or the governing documents of the Association.
2. The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

A member of the Association may not be charged a fee to participate in the IDR process.

La Cresta Property Owners' Association
Assessment and Billing Collection Policy

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property of our homes. 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 to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code Section 5310, the following are the Association's assessment practices and policies:

1. Annual assessments are due and payable on the first day of October each year. A courtesy billing statement is sent in advance to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay the assessment in full annually regardless of the receipt of a statement.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest and the collection costs, including any attorney fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Section 5650(a)).
3. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten percent (10%) for each delinquent assessment per unit (Civil Code Section 5650(b)).
4. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees (Civil Code Section 5655(a)).
5. A first notice of past due assessment will be prepared and mailed on assessments not received within thirty (30) days of the stated due date. A thirty-dollar (\$30.00) charge for the late letter will be made against the delinquent members' account. Additionally, an interest charge at the rate of 7% per annum will be assessed against any outstanding balance including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If an assessment is not received within forty-five (45) days of the stated due date, the Association will send a pre-lien letter to the owner as required by Civil Code Section 5660, by certified and first class mail, to the owner's last known mailing address provided to the Association advising of the delinquent status of the account and impending collection action. If the delinquent owner has provided a written notice to the Association of a secondary address, all notices shall be also sent to that address. Otherwise, the unit address shall be deemed the correct address for all purposes (Civil Code Section 4040(b)). The owner will be charged a one hundred fifty dollar (\$150.00) fee for the pre-lien letter. The owner will also be charged a fifty dollar (\$50.00) fee for each title check requested and a fifty dollar (\$50.00) fee for the resolution.

The pre-lien letter will include the following language:

- a. A general description of the collection and lien enforcement procedures of the association and the method of calculation of the amount.
- b. A statement that the owner of the separate interest has the right to inspect the association records pursuant to Section 5205 of the Civil Code.
- c. 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.
- d. An itemized statement of the charges 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.

- e. 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.
- f. The right to request a meeting with the board as provided by Section 5665.
- g. 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 Article 2 (commencing with Section 5900) of Chapter 10.
- h. The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 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.

(Civil Code Section 5660(a-f)).

- 7. If an owner fails to pay the amounts set forth in the pre-lien within forty- five (45) days from receipt of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the owner's property (Civil Code Section 5675). The owner will be charged a three-hundred dollars (\$300.00) fee for the preparation of the lien, plus the cost of recordation.
- 8. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure. The owner will be charged three hundred dollars (\$300.00) for preparing the matter to be sent to counsel.
- 9. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan. If the owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of the date of the postmark of the pre-lien letter, then the Board shall meet with the owner within forty-five (45) days of the postmark on the owner's request, 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 member (Civil Code Section 5665). The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
- 10. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
- 11. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
- 12. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums (Civil Code Section 5650).
- 13. All charges listed herein are subject to change without notice.

Additional Provisions to Conform to Law

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting (Civil Code Section 5673).

The Association may not foreclose unless delinquent assessments are greater than one-thousand-eight-hundred dollars (\$1,800) or greater than twelve (12) months delinquent (Civil Code Section 5720).

Prior to commencing foreclosure, the Association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the Association's meet and confer program required by Civil Code Section 5900, et seq., and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 et seq. (Civil Code Section 5705).

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the Association without identification of the name of the individual. (Civil Code Section 5705(c)).

All foreclosures shall be subject to a ninety (90) day right of redemption.

The Association may sue delinquent owners personally or take a deed in lieu of foreclosure on account of delinquent assessments. (Civil Code Sections 5720(b)).

Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.

Fee and Penalty Procedures

The following charges may be assessed in accordance with the Association's Assessment and Billing Collection Policy:

Late Charge	10%
Late Letter Fee	\$30.00
Pre-Lien Letter	\$150.00
Additional Pre-Lien Letters	\$75.00 each
Title Check Fee	\$50.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$300.00 + Recordation Costs
Additional Lien Mailings	\$75.00 each
Lien Release	\$150.00 + Recordation Costs
One-Time Payment Plan Admin. fee	\$100.00
Attorney Package Preparation and Monthly Monitoring	\$300.00
Returned Check Fee	\$25.00

In addition to the fees charged by management, if a matter is sent to counsel for legal action, or to a collection service for foreclosure or other action, the owner will be responsible for any attorneys' fees and costs incurred by such action.

The mailing address for overnight payment of assessments is:

**C/O Powerstone Property Management
9060 Irvine Center Drive
Irvine, CA 92618**



LA CRESTA

Property Owners Association
Architectural Guidelines & Guidance Catalogue

Revised & adopted
June 8, 2022

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Architectural Committee (AC) Guidelines and Guidance

Preamble

The purpose of this Architectural Guidelines and Guidance document is to provide a framework for LCPOA Members to work through the Architectural submission and approval process. The "Relevant Sections of the CC&R's" listed in the next section are part of the governing documents of the Association and must be followed by the Architectural Committee, The Board of Directors, and all Members of the Association. This set of relevant sections of the CC&R's, along with the AC Guidelines and Guidance, should help LCPOA Property Owners comply with the AC restrictions in our CC&Rs by providing necessary information required for building and construction within the LCPOA.

Mission Statement of the Architectural Committee

Our mission is:

- (a) To assist property owners in their planning by providing the relevant sections of the CC&Rs and the Architectural Guidelines and Guidance.
- (b) To promote harmony of all structures on the same property and promote harmony with structures built on other lots within the Tract.
- (c) To evaluate all requests as they pertain to the CC&Rs and provide clarification for the requirements as provided in the Architectural Guidelines.
- (d) To respond to requests for Architectural Committee approval of plans as expeditiously as possible.
- (e) To relate the importance of upholding the CC&Rs, Architectural Guidelines, and assist in our best effort to maintain the property values of our entire community.

Purpose

In order to maintain the harmonious architectural character of La Cresta, it is necessary that construction and modification of structures, materials and colors be compatible. The Architectural Committee (AC), by setting Guidelines and Guidance, and approving original construction, additions, or alterations, does not desire to stifle creativity, but to assure a continuity of design which will help preserve or improve the appearance and enhance the overall value of all properties. It is not the committee's desire to promote any specific architectural style, nor create a community full of the same design over and over, but to encourage a high quality of design and construction that all members of our community can be proud of.

Property owners are reminded that approval from the AC is required for all of the following improvements:

1. Grading, land clearing, and drainage. Must be approved by Riverside County prior to AC Review.
2. Construction of all structures.
3. Outbuildings.
4. Additions and alterations to existing structures.
5. Change in color schemes.
6. Fences, walls, screening, and entry gates.
7. Pools, spas, ponds, and lakes.
8. Other changes to the character of the property (e.g. - tennis courts, outdoor lighting, etc.)

Failure to obtain the necessary approvals constitutes a violation of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and may require modification or removal of unauthorized work at the expense of the property owner.

Relevant Sections of the CC&R's

CC&R Section II

- (a) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on said Tract, or any portion thereof, unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges, walls and fences, shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee" which shall be composed of not more than three (3) members.
- (e) Said Architectural Committee shall have the power and authority to approve or disapprove the plans and specifications; and approval of said plans, specifications and plot plan may be withheld not only because of non-compliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, the location of air conditioning, evaporative coolers or other mechanical equipment, all of which shall be designated on the plans and specifications, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgement of the Committee, will render the proposed structure inharmonious or out of keeping with the General Plan of improvement of said Tract or with the structures erected on other building sites in the said Tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.
- (f) The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.
- (g) The approval, disapproval, or conditional approval of such plans, specifications and plot plan shall be in writing and delivered to the applicant with one set of the submitted documents, provided, if the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration.

CC&R Section III

- (a) No building, structure, improvement, or use, shall be constructed, erected, allowed, placed, permitted to remain, or made, on any lot, or portion thereof, other than as provided by the rules, regulations and restrictions of the R-A-20 zoning contained in the Zoning Ordinance for the County of Riverside as the same may be amended from time to time or other than that permitted under the appropriate zoning which may hereinafter be enacted and covering said Tract, or part thereof, by the County of Riverside.
- (b) There shall not be erected or maintained on said Tract, or any portion thereof, any dwelling residence which shall have a living area of less than 2500 square feet, exclusive of carports, garages, covered porches, basements, terraces, patios, or balconies. (Amended from 1600 SF to 2500 SF on May 12, 2003, for owners who purchased land after April 1, 2003).
- (c) Each lot in said Tract shall be subject to the following setback provisions:
 - (1) No building or any part thereof shall be placed, erected or maintained on any of said lots within twenty (20) feet of the front property line, or within twenty (20) feet of the road easement line where applicable.
 - (2) A side yard shall be maintained on each of said lots of at least five (5) feet from all side property lines to the building line of any structure.
 - (3) A rear yard shall be maintained on each lot of at least ten (10) feet from the property line to the nearest structure projection.
- (d) No lot in said Tract shall contain less than five acres (5) in gross. This restriction shall be construed to mean that the smallest individual lot or home site permitted in said Tract shall contain at least five (5) acres.

CC&R Section IV

- (a) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the residences to which they are appurtenant, and may be, but need not be, attached to said residence.
- (b) No fence, wall or hedge shall be planted, erected or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said Tract. The Architectural Committee shall have the power and authority to modify the conditions and restrictions contained in this subdivision (b) of Paragraph IV as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to so do.
- (c) No mobile home shall be placed or permitted to remain on any lot, or portion thereof, without the approval of the Architectural Committee having first been had and obtained. Commencing January 1, 1976, no mobile home shall be placed or permitted to remain on any lot, or portion thereof whatsoever, and any such mobile homes situated on any lot, or portion thereof, on said date shall be removed.
- (d) No person, except Declarant or its duly authorized agent or its successors in interest, shall erect or maintain upon any part of said Tract or any lot, any sign, advertisement, billboard, or other advertising structure of any kind; provided, however, that the owner

of any lot in said tract shall have the right to place on display on his property one "For Sale" or "For Lease" sign, not exceeding four (4) square feet in surface area, on the lot advertised for sale or lease, provided, such sign is maintained no closer than ten (10) feet to any property line of such lot.

- (e) All structures constructed or placed on any lot shall be constructed of new material, rock and used brick excepted, and no used structures shall be relocated or placed on any such lot.
- (f) Every tank for the storage of fuel installed outside any building in the tract shall be either buried below the surface of the ground or screened to the satisfaction of the Architectural Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground, screened or placed and kept as not to be visible from any street.
- (h) No privy shall be erected, maintained or used upon any part of said real property, but a temporary chemical privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet that shall be erected, maintained or used on the lot shall be enclosed and located within a building herein permitted to be erected and shall be properly connected with an approved sanitary sewer system or underground septic tank or cesspool and so constructed and operated that no offensive odors shall arise or otherwise escape therefrom.
- (i) The construction of any building or structure, once commenced on the property, shall be prosecuted diligently to completion.
- (j) Natural surface drainage shall be maintained and no obstructions, diversions or confining of the existing channels through which surface water naturally flows upon and across the lot in time of storm shall be made so as to cause damage to other properties.



LA CRESTA

Architectural Guidelines

Approval of any improvement by the AC does not waive the necessity of obtaining the required Riverside County permits. Obtaining a County Permit does not waive the requirement for AC approval.

THESE ARCHITECTURAL GUIDELINES AND GUIDANCE ARE ADOPTED PURSUANT TO THE CC&Rs AND SUPPLEMENT THE CC&Rs.

Architectural Guidelines

1. All AC applications submitted for review by the LCPOA, shall be signed by the property owner of record.
2. Fees charged to members for services rendered during the AC process, will only be such as to cover the direct expenses incurred by the LCPOA in processing the application. This policy is to ensure compliance with Civil Code 5600b. See the LCPOA website for schedule of fees (www.lacrestapoa.com)
3. The following items, when submitted to the AC by a property owner shall be reviewed by the AC and the Association Architect. Any item not shown in this list shall be evaluated by the AC only and no fee charged to the submitting member.
 - a. Grading Plans - Must be approved by Riverside Co. prior to AC review
 - b. House Plans
 - c. Out Buildings (Larger than 120 sq. ft)
4. LCPOA Common Area - The property owner will be responsible for any damage to common areas of the LCPOA caused by construction.
5. Monitoring of Construction – All approved construction may be monitored by the AC.
6. Enforcement - Failure to obtain the necessary approval from the AC constitutes a violation of the Declaration of Covenants, Conditions and Restrictions and may require modifications or removal of work at the expense of the property owner.
7. Roads and easements are controlled by the Association. Any structure or improvement including landscaping within the roadway easement area requires prior AC approval. If approval is granted, the improvements are subject to removal at the property owner's expense if the portion of the encroached easement is later needed by the Association.
8. Property owners' permitted use of roadway easements does not waive the Association's rights. Property owners are responsible for knowing the exact boundaries of their property. Association constructed roads are not necessarily centered within the easement areas.
9. No Association roads or easements may be opened for any reason, without an application and payment of a road opening and repair bond: all new house construction requires a bond.

10. The applicant agrees to hold the Association harmless for any damage or injury arising out of construction on the property or use of the property.
11. Posting of contractor advertising signs is not permitted (CC&R Article IV (d)).
12. When a property owner has not complied with the Association's architectural review process or has not filed the proper submittal to the Management Company for review by the AC, the Board has the authority to issue a "Cease & Desist" notice to the property owner.
Any costs incurred by this process will be added to the property owner's submittal Fees. No work may be started until the cause for filing the "Cease & Desist" notice has been removed, and the property owner has paid the Association's costs for issuing the "Cease & Desist" notice.
13. Conditions Not Included - These guidelines are not all-inclusive.
14. Powerstone Property Management will accept either a check or money order payable to "La Cresta Property Owners Association", for payment of Fees and Bonds. Per the CC&Rs, no additional fee will be required for resubmission of plans that have been denied.
15. Should you have any questions about the fees, see the Fees Schedule on the LCPOA website or please contact:

Powerstone Property Management
Phone: 951-823-1011

Submittal Procedures

1. Location -
All applications shall be submitted in a PDF format via the LCPOA Website. The applicant should log into the owner's portal on the website and click "Submit a New Request". Select the "ARC Request" option, where you will download the application and fill out the forms, then save it and upload it along with your plans. If questions arise, applicant may submit questions via email to for assistance in downloading forms and uploading plans and specifications.
Or you may mail applications or hand deliver to:
La Cresta Owners Association c/o Powerstone Property Management 27450 Ynez Road, Suites 306-307 Temecula CA 92591
2. Forms -
All applications for AC approval must be made on the standard application form and submitted per Requirements for item Approval. The application form and other AC forms can be found on the La Cresta website: www.lacrestapoa.com
3. Construction Drawings -
Construction Drawings must be prepared in accordance with the applicable building codes and with clarity and completeness. Information must be specific as to the

dimensions and/or square footage. All drawings must be to scale. If physical drawings are being submitted, the minimum sheet size shall be 24" x 36".

4. Specifications -

- a. List all exterior materials and where they are to be used.
- b. Specifications must be specific as to the dimensions and/or square footage.
- c. Indicate the colors of paint or stain to be used on all outside surfaces of improvements. Color samples will be required. (A brochure is acceptable.)
- d. Indicate on the plot plan the exact location of the driveways.

5. Plan Review by the Architectural Committee -

Once an application and plans are submitted, the AC will meet to review the plans and render a decision within 30 days after submittal (reference CC&R Article II (g)). There are four (4) possible outcomes:

- a. **Denied without prejudice to resubmit.** This means information was missing that the AC requires in order to make a decision.
- b. **Denied.** This means the project is not approved. If specific elements might be approved if modified, the AC will give guidance on the modifications required. (Article II (e) of the CC&R's states that "approval of said plan may be withheld not only because of noncompliance, but also because of reasonable dissatisfaction of the Committee.)
- c. **Approved.** Application approved as submitted.
- d. **Approved with Conditions.** Any special conditions shall be noted in the approval letter.

Architectural Appeal Process

If the Architectural Committee has denied the applicant's submitted request, the following is the procedure available to the applicant to appeal the decision.

1. If the AC does not approve plans that are submitted, the property owner may ask the AC for a meeting at the site to review the reasons that the AC has denied the plans. Two members of the AC shall attend this meeting.
2. In the unlikely event that the objections cannot be resolved, a meeting will be set up by the AC. The members of that meeting will consist of two LCPOA Board members, two AC members, the Property Owner and his design professional (if desired).
3. If at this meeting the dispute still has not been settled, the Property Owner may submit a written request to the LCPOA Board asking for an Appeal Hearing. Within 30 days of receipt of the request for such a hearing, the Board will meet with the Property Owner, in Open Session, and render a decision, in writing within 10 days

of the meeting. The Board of Directors will notify the owners whether the decision of the AC will be upheld or whether the Appeal has been granted.

Design Requirements

Please see the Architectural Guidance Images of “Desirable” and “Undesirable” design details included at the end of this document. It is the goal of the Architectural Committee that all construction, new and remodels, would be deemed to fall into the “Desirable” category. The goal is to enhance the beauty and character of the entire LCPOA community, and thereby enhancing the property values for all members.

A. Exterior Walls --

Acceptable materials for the exterior walls of the primary residence are:

- Wood or Hardiepanel siding or equivalent
- Stucco
- Stone, Stone Veneer
- Brick, Brick Veneer
- Other new or reclaimed materials that are developed by the industry and approved by the Architectural Committee on a case-by-case basis.

B. Room Additions, Eaves, Balconies, Fascia

The materials used for additions, or alterations of the exterior of any structure shall conform generally in architectural design and exterior materials to the existing dwelling. The goal of the AC is not to stifle creativity in the design of any additions to the existing dwelling. If the design of any addition in this paragraph (B) is not of the same materials as the main residence, but it is, in the opinion of the AC, complimentary to the overall property and surrounding properties, it may be approved by the AC.

C. Patio Structures, Sunshades, Arbors, Gazebos -

The materials used for patio structures, sunshades, arbors, gazebos, cabanas or other similar structures shall conform generally in architectural design and exterior materials to the existing dwelling. The goal of the AC is not to stifle creativity in the design of any additions to the existing dwelling. If the design of any structure in this paragraph (C) is not of the same materials as the main residence, but it is, in the opinion of the AC, complimentary to the overall property and surrounding properties, it may be approved by the AC. If the proposed structure is a pre-fabricated structure, please submit the manufacturers construction detail with the application. Patio Cover Construction Standards for the County of Riverside is the minimum acceptable that will be allowed for non-pre-fabricated structures. The standard can be found

at https://riversideca.gov/cedd/sites/riversideca.gov.icedd/files/pdf/building/forms_andouts/structural/2019/patio-cover-standard-drawing.pdf

D. Roof Criteria -

Roof materials that are acceptable for the primary residence (samples or brochures will be required) are as follows:

- Concrete Tile
- Clay Tile
- Slate
- Fiberglass simulating tile or shake
- Lightweight metal panels (for structures such as sheds and shade shelters) if the panel complements the style and color of the roof of the main house.
- Other roofing materials that have been developed by the industry which will be evaluated on a case-by-case basis and may be approved by the Architectural Committee.

Roof materials that are NOT acceptable include, but are not limited to:

- Rolled Asphalt (with the exception of flat roofs) or single ply asphalt shingles
- Corrugated Metal (Except as an accent in small areas of the overall structure)
- Wood Shake
- Canvas or Tarp.

E. Fences -

Acceptable materials for perimeter fencing are wood, masonry pillars, wrought iron, concrete pillars, PVC, or any material complimentary to other improvements on the parcel. If wire mesh is to be used on a perimeter fence, the wire mesh must be installed on the inside of the perimeter fence.

All fencing shall be maintained in good condition.

No fence, wall, or hedge shall be planted, erected, or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots (reference CC&R Article IV (b)).

F. Exterior Painting -

All exterior colors are subject to review and approval by the AC and shall be in harmony with the surrounding area. Exterior repainting on any dwelling or structure shall be subject to review and approval by the AC unless the new exterior color is to be the same as the original exterior color.

G. Outbuildings –

Outbuildings (such as metal buildings, barns, accessory buildings) must conform generally in architectural design and exterior materials to the main residence (reference CC&R Article IV (a)). No outbuilding shall be erected unless the main house exists (reference Riverside County Ordinance #348, Section 21.1). When submitting plans for construction of any outbuilding where the main residence already exists, photos of the exterior of the existing main residence must be submitted along with the application for the proposed outbuilding. The goal of the AC is not to stifle creativity in the design of any outbuildings. If the design of any outbuilding in this paragraph (G) is not of the same materials as the main residence, but it is, in the opinion of the AC, complimentary to the overall property and surrounding properties, it may be approved by the AC.

H. Swimming Pools, Spas -

All pool equipment is to be concealed from view of the street or neighboring properties.

I. Drainage and Fill -

Each property owner is legally responsible to ensure the original course of surface water flow is not disturbed or altered as to adversely affect neighboring properties or streets (reference CC&R Article IV (j) and the Board's Policy).

Gutters, down spouts, or scuppers which are installed, or control water shed from roofs shall be primed and painted to match adjacent building surface color with the exception of gutters, downspouts, and scuppers made of ornamental materials designed to enhance the appearance and detail of the structure.

J. Solar Energy Equipment Installation --

The installation of any structures or system to accommodate solar energy equipment must have AC approval prior to installation.

K. Items to be Screened –

Any structure, or item that detracts from the aesthetic beauty of the home or is in any way considered undesirable for view, including, but not limited to, the supporting structure of any ground mounted solar panels (consistent with California Civil Code 714), propane tanks, feed storage bins, clothes drying areas, trash containers, dumpsters, ground-mounted satellite dishes, generators, chemical (or water) storage tanks or stationary motors shall be properly camouflaged. The camouflage, which must adequately conceal the items, may be shrubbery, fencing or permanent buildings that comply with the rest of these architectural guidelines and standards (reference CC&R Article IV (f)).

L. Lighting -

Outdoor lighting including, but not limited to, tennis court lighting or any other extraordinary lighting, may not cause a nuisance or shine in such a manner as to disturb any neighbors. It is the responsibility of the property owner, to whom the lighting belongs, to provide shielding to eliminate any nuisance. All proposed outdoor lighting systems shall conform to Riverside County Code, to reduce the effects or night lighting on Mount Palomar Observatory.

M. Cul-de-Sacs -

Cul-de-sac development generally falls into two categories: Those that have never been developed and exist only on paper (including properties that have recently been split), and those that have been developed to some extent to provide access to houses on the abutting properties. Property owners wishing to improve any cul-de-sac shall submit an application to the AC in accordance with the Board's Policy and the following requirements:

1. For cul-de-sacs that have never been developed and exist only on paper: a copy of the Final Parcel Map that includes the Riverside County Recorder's stamp shall be provided.
2. For grading in excess of 50 cubic yards, a grading plan, a road plan, or a street plan prepared by a licensed civil engineer shall be submitted

to the AC which shows the recorded cul-de-sac easement boundaries and where the graded/paved road will be located within the easement. It is the responsibility of the applicant who is developing the cul-de-sac to obtain any Riverside County permits that may be required.

3. At the time the grading plans are approved by the AC, any existing fencing or gating across the cul-de-sac must be removed unless all parcels are owned by the same owner.
4. Drainage from the cul-de-sac must be channeled into the water flowlines. At the intersection of a cul-de-sac with an LCPOA maintained road, either an Arizona crossing, or culvert(s) are to be specified and sized by engineering calculations to meet a 10-year flood condition. The water flow from a cul-de-sac must be diverted properly and is not permitted to flow onto an LCPOA maintained road.
5. Effective erosion control measures shall be implemented to protect adjoining properties and the LCPOA maintained road.
6. For the area of the cul-de-sac that is within the LCPOA road easement, specify the slip-resistant surface to be used (reference Design Requirements, section N of this document).
7. Cul-de-sac improvement, paving, and maintenance are the responsibilities of all of the property owners who abut the cul-de-sac, regardless of whether their driveway access is on the cul-de-sac or they have been granted an exception to use the LCPOA maintained road. Cul-de-sacs must be maintained in a state of good repair. Maintenance and resurfacing of existing asphalt cul-de-sac's do not require approval of the AC.
8. Installation of the street name sign is the responsibility of all of the property owners who abut the cul-de-sac. If the sign is constructed and installed in accordance with the Road Committee's standard, the sign will be maintained by the LCPOA in perpetuity.
9. All other signs shall be reviewed and approved by AC for aesthetics only, not content.

N. Driveways -

Due to the equestrian nature of La Cresta, many of the multi-purpose trails are located in the LCPOA road easement. Care must be taken to avoid using any driveway surfaces in the road easement that would create a slippery condition for horses and their riders. Driveway development or improvement requires AC approval and shall be submitted in accordance with the following:

1. Location of driveway and surfacing material (if any) shall be shown on a plot plan. In an effort to prevent a driveway location from imposing a visual impairment, sound nuisance, or being too close to the neighboring pools, horses, arenas, backyard private areas, etc., every effort shall be made to locate the driveway towards the center of the parcel if possible, terrain permitting, to minimize the impact to privacy on the neighboring parcels.

2. Acceptable driveway surfaces within the LCPOA road easement include, but are not limited to:
 - o Rough broom finish Concrete
 - o Asphalt
 - o Exposed Aggregate
 - o Concrete Pavers
 - o Gravel
 - o Decomposed Granite (DG)
 - o Other surfaces developed by the industry will be evaluated on a case-by-case basis by the Architectural Committee.

3. Unacceptable driveway surfaces within the LCPOA road easement include, but are not limited to:
 - o Any slippery concrete finish (e.g. stamped concrete)
 - o Any surface that has had a sealer applied.
 - o Any other surface deemed slippery by the Board, the AC, or the Trails Committee.

O. Wind Turbines --

The application for the installation of any wind turbine system requires prior AC approval and shall be submitted in accordance with the following:

1. General Requirements -
 - a. Prior to the installation of any wind turbine(s), the property shall contain a habitable dwelling meeting the LCPOA minimum square footage requirements.
 - b. One wind turbine shall be allowed per 5-acre property; two wind turbines shall be allowed per property that is 10 acres or more.

2. Setback Requirements--
 - a. All wind turbines shall be set back a minimum of 50 feet from any property line, easement, or right-of-way.
 - b. For properties on top of a major ridgeline: The top of the tower (including the wind turbine and the highest vertical extent of the blades) shall be located at least 20 vertical feet below the top of any major ridgeline. The AC will make the final determination as to whether a property is a ridgeline property by utilizing grading plans, site plans, and topographical maps.

3. Tower and Turbine Requirements
 - a. The maximum height to the top of the tower shall not exceed 40 feet.
 - b. The tower shall be a traditional "water pump windmill" type. Tower shall be constructed out of steel or wood.
 - c. Turbines mounted on the roof of any structure other than a tower are not allowed.
 - d. The maximum blade diameter shall be 12 feet.
 - e. Access to the tower shall be restricted in accordance with Riverside County Code.
 - f. The noise from any wind turbine shall not exceed 60db(A) (during turbulence) as measured at the nearest property line. If 60db(A) (during turbulence) is exceeded, the wind turbine shall be shut down.
 - g. The wind turbine shall be equipped with a manual and/or automatic over speed control to limit the blade rotation speed to within the design limits of the turbine.
 - h. The wind turbine(s) shall comply with all FAA/FCC requirements and shall not cause any communications interference.

- i. The wind turbine and tower colors shall be muted (Non-Reflective) and visually compatible with the surrounding environment.

Requirements for Approval

Completed application forms, which can be found on the LCPOA website (www.lacrestapoa.com). Payment of fees or bonds (if required).

Grading Plans -

- Required for all parcel development and grading in excess of 50 cubic yards (per Riverside County Ordinance #457).
- Grading Plans must be approved by Riverside County prior to AC approval.
- Submit PDF files of Grading Plans for the property prepared by a licensed civil engineer. Plan to show contours, cuts, and fills, import and export quantities, water flow and control, driveway to street intersection and location of residence and other structures.
- All exposed portions of any retaining walls must complement the natural surrounding or be complimentary to the main residence on the property. The AC will evaluate other aesthetic finishes on a case-by-case basis.

House Plans -

- Submit PDF files consisting of the following sheets:
 - Site plan with dimensions indicating all building setbacks from property lines and easements.
 - Floor plan.
 - Building sections.
 - Building elevations.
 - Call out of all exterior material and finishes in the specifications.
- Minimum of 2500 Sq Ft required for Main Residence.
- Maximum building height shall not exceed 32 feet.
- Color panel for building and trim: All windows and doors on all elevations shall have a trim that complements the architecture (e.g. wood, stucco over foam, shutters, case concrete, etc.) (brochure is acceptable).
- Stone, brick, or rock veneer, if used (brochure is acceptable).
- Roof pitch, roof material and color (brochure is acceptable).
- Road opening and repair bond (see Trench Repair drawing).
- Grading plan if no prior submittal and approval. Must be approved by Riverside Co. prior to AC approval.

Barn, Separate Garage, Guest House -

- Submit PDF files consisting of the following sheets:
 - Site plan dimension indicating all building setbacks from property lines

- and easements.
 - Floor plan.
 - Building elevations.
 - Call out of all exterior materials and finishes in the specifications (to conform generally in architectural design and exterior materials to the main residence).
- o Maximum building height shall not exceed 32 feet.
 - o Color panel for building and trim (PDF brochure is acceptable).
 - o Roof material, and color (PDF brochure is acceptable).
 - o Manufactured barns shall conform generally in architectural design and exterior materials of the main residence (reference CC&R Article IV (a)). The metal strips joining the body panels must be painted the same color as the body in order to minimize their appearance. The goal of the AC is not to stifle creativity in the design of any barns. If the design of any barn in this paragraph is not of the same materials as the main residence, but it is, in the opinion of the AC, complimentary to the overall property and surrounding properties, it may be approved by the AC.

Entry Gate -

- o Submit PDF files to include:
 - Location of entry gate on property (setback dimensions from property lines and easements).
 - A minimum setback of 35 foot is required from edge of street for vehicle clearance while waiting for the gate to open (per Riverside County Fire Dept. regulations).
 - Setback distance from street to keypad location.
 - Elevation drawing of entry gate.
 - Call out of all exterior materials and finishes.
 - Lighting, wattage and type of fixture.
- o Color Panel (PDF brochure is acceptable).

Fencing -

- o Submit PDF files to include:
 - Location of fence and access gates on property (setback dimensions from property lines and easements). If a perimeter fence is to be placed on the property line, an indication that both property owners agree to the placement.
 - Type of fencing (show elevation drawing or brochure).
 - Post spacing.
 - Number of rails.
 - Height.
 - Material and finish schedule (type of material, color, etc.).
 - If wire mesh is to be used on a perimeter fence, the wire mesh must be installed on the inside of the perimeter fence.
- o All access gates (other than an Entry Gate described above) shall be shown on the plans along with the material and finish schedule (type of material, color, etc.) to be used for the gates.

Pool, Spa (in ground or above ground) -

- o Submit PDF files to include:
 - Location of pool or spa on property (setback dimensions from property

- lines and easements).
- Security fencing: type, height, and color; or County approved security cover (electronic Brochure is acceptable).
- o Pool equipment: location and screening/housing to be used.

Gazebo, Patio Cover, Shade Cover, Pasture Shade Cover, Deck, Greenhouse, Storage Shed, and all other miscellaneous outbuildings -

- o Submit PDF files to include:
 - Location of improvement on property (setback dimensions from property lines and easements).
 - Elevation drawing.
 - Call out of exterior materials and finishes.
- o Color Panel.
- o Roof material and color (brochure is acceptable).

Pond -

- o Submit PDF files to include:
 - Site plans of the property, prepared by a licensed civil engineer.
 - Plan to show contours, cuts and fills, import and export quantities, water flow and control, location of pond on property (setback dimensions from property lines and easements), and safety fence details if required by Riverside County code.

Tennis Court, Sport Court -

- o Submit PDF files to include:
 - Location of improvement on property (setback dimensions from property lines and easements).
 - Dimensions of tennis court or sport court.
 - Type and color of fencing to be used (if any).
 - Type and location of lighting to be used (if any). Lighting must be in accordance with Palomar Lighting Ordinance.

Solar Panels, Photovoltaic Panels -

- o Submit PDF files to include:
 - Location of panels on property.
 - Setback dimensions from property lines and easements if panels are placed on the ground.
 - The type of screening to be used around the base of the panels to screen the supporting structure from view (consistent with California Civil Code 714).

Wind Turbines -

- o Submit PDF files of drawings to include:
 - Location and number of wind turbine(s) on property.
 - Setback dimensions from property lines, easements, and major ridge lines (if applicable).
 - Tower type, height, and color (brochure is acceptable).
 - Blade diameter and color (brochure is acceptable).
 - Noise specification during turbulence (brochure is acceptable).
 - Method to be used for restricting access to the tower. If plastic coated chain link fence is specified, indicate whether the color is to be black or green.

Storage Container, RV/Trailer -

- If used on a property during construction, an application for the placement of either a storage container and/or RV/trailer shall be submitted to the AC in accordance with the Board's Storage Container & Trailer Policy.

Utility Trench/Road/Easement Repair -

- The Property Owner deposits \$3,000.00 with the Management Company through the AC Process.
- The funds are to be used for a licensed inspector under contract to LCPOA that will be present when road or easement cuts are filled and repaired.
- The funds are held in a separate Trench/Road Repair Deposit account and tracked per owner individually by the Management Company
- The property owner will schedule repair with the Management Company at least 72 hours prior to the date and time of road repairs.
- The management Company will send a licensed inspector to the job site to insure LCPOA trench/road repair specifications are followed.
- The LCPOA licensed inspector will send a report to the Management Company for LCPOA Board review which shows satisfactory repairs have been completed.
- The LCPOA Board will direct Management to refund the remaining portion of the Property Owners deposit from the Trench/Road Repair Deposit account.

Bonds and Fees

Road Opening and Repair Bond -

- A \$3,000.00 refundable bond or money order is required as a security deposit for any project, if the paved roadway or road easement area will be cut for utilities, drainage, etc. The deposit will be returned, less any inspection costs incurred, upon satisfactory completion of the roadway repair pursuant to LCPOA specifications (see Trench Repair drawing), or any other road damage caused during construction, and submittal of the "Request for Refund of Utility Bond" form.

Road Rehabilitation Fee -

- A non-refundable Road Rehabilitation Fee (RRF) shall be required for all material in excess of 200 cubic yards that is either imported to, or exported from a property.
- A fee of \$0.25 per cubic yard, per mile shall be charged for all of the LCPOA maintained roads that are used to transport the imported/exported material. The use of cul-de-sac roads will not be included in the calculations.
- The approval of the grading plan that shows the import or export of material in excess of 200 cubic yards shall be conditional upon payment of the RRF and any other conditions deemed necessary by the AC, the Road Committee, and/or the Board. Grading or import/export of material shall not commence until the RRF has been paid to the LCPOA.

Architectural Application Fee -

- An Architectural Application Fee shall be paid at the time a plan is submitted to the management company. The Fee will be based on the Fee Schedule that is in effect at the time of submittal. Payment of additional Application Fees shall not be required for the resubmission of plans previously reviewed by the AC. See the LCPOA Architectural application for current Fee Schedules.

Site Development Standards

- Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, swales, area drains, natural drainage courses, or wind.
- Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
- Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills shall not be washed into the drainage system.
- Excess or waste concrete shall not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete wastes on site until they can be disposed of as solid waste.
- Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
- Sediments and other materials shall not be tracked from the site by vehicle traffic. The construction entrance roadways and unimproved cul-de-sacs must be stabilized by the installation of coarse gravel starting at the edge of the LCPOA road pavement and continuing for 50 feet so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and shall not be washed down by rain or other means.
- Any slopes with disturbed soils or denuded of vegetation must be stabilized and re-vegetated so as to inhibit erosion by wind or water.
- Temporary construction fences and/or gates used to secure the construction site require prior AC approval and may only be used during construction of the main house. All construction fences and/or gates must be removed from the property upon receipt of Certificate of Occupancy or Final Inspection from the County, whichever comes first.
- Owners will be responsible for any damage to Association common areas (including roads and easements) resulting from the importation or exportation of materials from the construction site, or any other damage caused by grading or construction activities. A bond may be required to be posted if appropriate or so required.
- Construction and delivery of materials is permitted between the hours of 7:00 am and 6:00 pm. As a courtesy to the neighbors, loud music, foul language, unleashed dogs, etc. are not permitted on the construction site.
- Clearing and Erosion Control - Refer to Riverside County, State of California, Federal, and LCPOA Board policies regarding clearing and erosion control measures to be implemented.

Storage Containers & Trailer During Construction

- A property owner is permitted, during construction of a single-family dwelling (i.e., the main house), to place on their property one (1) Storage Container and/or one (1) RV/Trailer subject to the following conditions:
 - The Architectural Committee (AC) has received and approved plans for the main house and building permit for the main house has been issued by the Riverside County Building and Safety Department.
 - The Main house is under Construction.
 - The AC has received an application showing the location of the Storage Container and/or the RV/Trailer on the property. The location must comply with the LCPOA setback policy.
 - The RV/Trailer is to be occupied by the owner or his designee.
 - The RV/Trailer must comply with proper sanitation practices (i.e., holding tanks are to be pumped, or vehicle is taken off-site to a dumping station).

- Electricity for the RV/Trailer is supplied by temporary power provided by Edison or solar panels. Generators are not appropriate due to the noise, which creates a disturbance for the neighbors.
- The Storage Container is removed from the property within thirty (30) days of the receipt of the Certificate of Occupancy or Final Inspection from the County, whichever comes first.
- Use of the RV/Trailer as living quarters is discontinued upon the County's Final Inspection of the main house.



LA CRESTA

Guidance Catalogue

ARCHITECTURAL GUIDANCE Desirable and Undesirable Design Details

Please see the Guidance Images of Desirable and Undesirable design details on the following pages of this document. It is the goal of the Architectural Committee that all construction, new and remodels, would be deemed to fall into the Desirable category. The goal is to enhance the beauty and character of the entire LCPOA community, and thereby enhancing the property values for all members.

Please see the following design samples on the following pages;

French Home
Modern Farmhouse
Traditional Farmhouse
Mediterranean
Modern Home
Ranch Home
Spanish Home
Craftsman Home

This list of styles is not meant to be all inclusive or the only styles that will be approved. The Architectural Committee will evaluate any style that is submitted while continuing to encourage the use of high-quality materials, differentiation of elevations, variety of materials, accents, and a high level of detail.

In summary, the Architectural Committee and this set of Guidelines and Guidance, does not desire to stifle creativity, but to assure a continuity of design which will help preserve or improve the appearance and enhance the overall value of all properties in the community. It is not the desire of the Architectural Committee to promote any specific architectural style, nor create a community full of tract homes with the same design over and over, but to encourage a high quality of design and construction that all members of our community can be proud of.

French Home

Undesirable



- Lack of Scale
- Incorrectly Executed Overly Simple French Architecture
- Lack of Detail
- Asphalt Shingle Roof
- Small Windows

Desired



- Quality Material Used
- Correctly Executed French Architecture & Detail
- Correct Clipped Arch Doors & Dormers
- Differentiated Elevation Features and Footprint
- Concrete or Slate Tile Roof
- Large Windows
- Lighting

Modern Farmhouse Home

Undesirable



- Lack of Scale
- Lack of Detail
- All Metal Roof
- Small Windows
- Overly Simple Rectangular Footprint

Desired



- Quality Material Used
- Metal Accent Roof <25% of Roof
- Natural Stone Accents
- Black Concrete or Slate Roof Tile
- Differentiated Elevation Features & Footprint
- Large Windows
- Lighting

Traditional Farmhouse Home

Undesirable



- Lack of Detail
- Dated Color, Material, and Fixture Use
- Plain Façade
- Dated Single Color Roof Tile
- Small Windows
- No Lighting

Desired



- Quality Material Used
- Metal Accent Roof <25% of Roof
- Brick or Natural Stone Accents
- Concrete or Slate Roof Tile
- Exterior Lights
- Large & Correct Quantity of Windows

Mediterranean Home

Undesirable



- Lack of Detail
- Dated Color, Material, and Fixture Use
- Plain Façade
- Dated Single Color Roof Tile
- Small Windows
- No Lighting

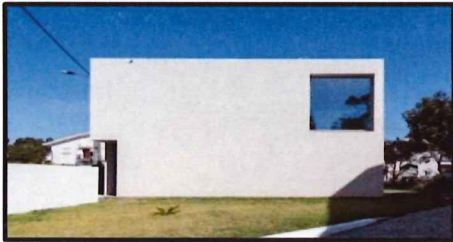
Desired



- Quality Material Used
- Eave Tails Used
- Stone Façade
- Iron Accents
- Large Windows
- Lighting

Modern Home

Undesirable



- Lack of Scale
- Incorrectly Executed Overly Simple Modern Architecture
- Lack of Windows
- Overly Simple Rectangular Footprint
- No Lighting

Desired



- Quality Material Used
- Various Façade Material Utilized
- Metal or Natural Stone Accents
- Differentiated Elevation Features and Footprint
- Large Windows
- Lighting

Ranch Home

Undesirable



- Lack of Scale
- Lack of Detail
- Asphalt Shingle Roof
- Small Windows
- Overly Simple Rectangular Footprint

Desired



- Quality Material Used
- Various Façade Material Utilized
- Natural Stone Accents
- Differentiated Elevation Features & Footprint
- Large Windows
- Lighting

Spanish Home

Undesirable



- Lack of Scale
- Lack of Detail
- Low Longevity Material
- No Accents
- Small Windows
- No Lighting

Desired



- Quality Material Used
- Eave Tails Used
- Covered Cornice
- Iron Accents
- Large Windows
- Smooth Stucco Finish

Craftsmen Home

Undesirable



- Lack of Scale
- Incorrectly Executed Overly Simple Craftsman Architecture
- Overly Simple Single Gable Design
- Incorrect Craftsman Porch Columns
- No Lighting

Desired



- Quality Material Used
- Various Façade Material Utilized
- Façade Detail on All Sides of Home
- Concrete or Slate Roof Tile
- Correctly Executed Craftsman Architecture & Detail
- Metal Accent Roof <25% of Roof

LA CRESTA PROPERTY OWNERS ASSOCIATION

REQUEST FOR ARCHITECTURAL APPROVAL

Please read all AC Guidelines prior to submission to make sure that all items are included for approval.

Date: _____

Property Owner: _____ Phone Daytime: _____

Mailing Address: _____ Phone Evening: _____

_____ Email: _____

Property Location: _____ APN: _____

Contractor: _____ Phone #: _____

Architect: _____ Engineer: _____

Request for Approval (check all that apply):

Grading Land Clearing House Wall or Fence Entry Gate

Barn Pool, Spa or Pond Gazebo Storage Container RV/Trailer

Other: _____

Will any of this work require roads to be opened for utility service? No Yes (See LCPOA Trench Repair Standard).

Bond for road opening and repair: \$ _____ (make check payable to LCPOA).

Approval of this application is valid only for the plans and specifications submitted. Construction must commence within one year of approval of plans. Failure to start construction within the year will require re-submittal of plans to the Architectural Committee. Changes and/or additions to the plans require resubmission. Future modification of structures must be maintained to their original specifications.

By signing this application, I acknowledge that I have received a copy of the governing documents of the La Cresta Property Owners Association. Failure to comply constitutes a violation of the CC&R's which may result in action to enforce. I hereby authorize the Association, its employees and/or agents, permission to enter the site to inspect the work.

Print Name: _____

Signature: _____ Date: _____

ARCHITECTURAL APPLICATION AND APPROVAL POLICY

La Cresta Property Owners are subjected to the governing documents of the Association, which includes the Declaration of Restrictions (CC&R's), the By-Laws of the Association, the Board Policies, and policies and procedures as adopted by the Architectural Committee. All construction and improvements are also subject to applicable County codes. Copies of the Association documents have been provided to every property owner. Additional copies are available for a charge from the Association's management company and on-line at www.lacrestapoa.com. By submitting and signing the application to the Architectural Committee (AC) of the La Cresta Property Owners Association, the applicant acknowledges and agrees to the following terms and conditions:

- The AC will only review complete submittals submitted only by property owners. All complete applications will be reviewed by the AC within 30 days after submittal and a decision will be rendered.
- A structure is defined as "anything built or constructed", whether constructed on or off site, regardless of its size or height; a storage container is considered to be a structure.
- Receipt of a County building permit does not constitute AC approval. Architectural standards may be more restrictive than County Code. Some improvements do not require County permits, but all improvements require AC approval.
- No work will commence before 7:00am or continue after 6:00pm. RE: Riverside Co. General Noise Guidelines – Chapter 7.35 General Noise Regulations.
- Roads will not be obstructed by construction equipment or material.
- All site trash will be stored in appropriate waste disposal containers.
- AC approval is limited to exactly what has been submitted. Changes require a new submission.
- Failure to obtain prior AC approval is a violation of the CC&R's which will be enforced.
- All improvements shall be constructed in accordance with the approved plans.
- All structures will be maintained according to their original specifications.
- Roads and easements are controlled by the Association. Any structure or improvement including landscaping within the roadway easement area requires prior AC approval. If approval is granted, the improvements are subject to removal at the property owner's expense if the portion of the encroached easement is later needed by the Association.
- Property owners' permitted use of roadway easements does not waive the Association's rights. Property owners are responsible for knowing the exact boundaries of their property. Association-constructed roads are not necessarily centered within the easement areas.
- No Association roads may be opened for any reason, without an application and payment of a road opening and repair bond: all new house construction requires a bond.
- The applicant agrees to allow AC members or their representatives, access to the property for inspection.
- The applicant agrees to hold the Association harmless for any damage or injury arising out of construction on the property or use of the property.
- Posting of contractor advertising signs is not permitted (**CC&R Article IV(d)**).

Signature: _____ Date: _____

ARCHITECTURAL APPLICATION FEE SCHEDULE

Accessory Structure: (gazebo, greenhouse, shade structure)

Review	\$50.00 – if structure is larger than 120 ft.
Resubmission	No charge for first submittal

Gate Entry & Fence:

Review	No charge
--------	-----------

Grading Plans: *Must be approved by Riverside County prior to AC Review*

Review	No charge
--------	-----------

House Plans:

Initial Review	\$300.00
Resubmission	No charge for first submittal - \$100.00 per submittal thereafter.

Miscellaneous: (driveway, RV parking, storage container, re-painting, sheds pool, solar panels, spa, patio cover.)

Review	No charge
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Outbuildings: (barns, covered arenas, garages)

Review	\$200.00
Resubmission	No charge for first submittal

Wind Turbines:

Initial Review	\$300.00
Resubmission	No charge for first submittal

When a property owner has not complied with the Association's architectural review process, or has not filed the proper submittal to the Management Company for review by the AC, the Board has the authority to issue a "Cease & Desist" notice to the property owner.

Examples:

- Grading prior to AC approval
- Constructing a house prior to AC approval
- Any outbuildings such a barn, guest house, separate garage prior to AC approval
- Pool, spa, pond, perimeter fencing, entry gate, gazebo, tool shed, horse shelters prior to AC approval
- Solar panels and wind turbines prior to AC approval

Any costs incurred by this process will be added to the property owner's "fee" submittal. No work may be started until the cause for filing the "Cease & Desist" notice has been removed, and the property owner has paid the Association's costs for issuing the "Cease & Desist" notice.

Powerstone Property Management will accept either a check or money order payable to "La Cresta Property Owners Association". Per the CC&Rs, no additional fee will be required for resubmission of plans that have been denied.

Should you have any questions about the fees, please contact:

Powerstone Property Management Phone: (951) 823-1011

Rev. – 7/1/15



**LA CRESTA PROPERTY OWNERS
ASSOCIATION**

Rules and Regulations

ADOPTED JANUARY 5, 2022

LA CRESTA PROPERTY OWNERS ASSOCIATION
ADOPTED JANUARY 5, 2022
RULES & REGULATIONS

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SECTION 1

MEMBERSHIP INFORMATION

The La Cresta Property Owners Association ("Association") offers many advantages to the buyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on owners within the Association.

The Association is a California non-profit corporation. The Association's Members are the owners of property within the boundaries of the Association.

The purpose of the Association is to ensure that the common area will be maintained in an attractive manner and will be available for the enjoyment of all residents. Your automatic membership in the Association provides a membership base to share in the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each resident with the greatest enjoyment of the facilities without infringing on other residents and their rights to quiet enjoyment of their property and community. These revised Rules and Regulations shall replace all prior versions, excluding Architectural Guidelines and Election Rules.

Although these Rules and Regulations are consistent with the Covenants, Conditions and Restrictions (CC&Rs), they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully.

Board of Directors

The Board of Directors ("Board") is composed of five (5) Owners/Residents elected by the Community. Board members are elected for staggered term of two years. They are people who volunteer their time, their skills and their energy toward maintaining and enhancing the value of your investment and to make the Association a pleasant environment in which to live.

The Board is empowered under the CC&Rs and California law to establish any rules or regulations that it deems reasonable with regard to the use, occupancy and maintenance of the individual Lots, Community Common Area and recreational facilities. These rules apply to owners, their tenants or guests, and govern the conduct of such persons with respect to vehicular traffic, parking, control of pets, and other activities which, if not regulated, might otherwise detract from the appearance of the community, be offensive, cause inconvenience or danger to persons residing in the Association.

SECTION 2

TENANTS

Owners and their tenants and guests must comply with the CC&Rs, Architectural Guidelines, and the Rules and Regulations of this Association. Owners are held responsible and liable at all times for the actions and conduct of their families, guests, and tenants while within the Association.

All owner, tenant and guest violations of the Association's CC&Rs and Rules and Regulations, will be cited against the Owner of the lot from which the violation originates. The Owner will be held liable for payment of any penalty assessment levied for the tenant or guest's violations, as well as costs or fees incurred by the Association. Owners are not precluded from collecting reimbursement from their tenant or guest. It is the responsibility of every owner to advise their guests or tenants of the Association Rules and Regulations.

SECTION 3

ROADS

Authority to Regulate

CC&Rs Article V, Section (b) states that maintenance, repair and upkeep of the private roads, drainage improvements, and slope easements is part of the Association's general purpose. Bylaws Article III, Section 13(g), states that the Board has to power to "provide, promulgate and enforce all regulations reasonably necessary to govern and police the use of said roads, easements and fire protection areas, including but not limited to, the establishment of parking regulations and restrictions on such private roads."

Location of Roads

The Association's main roads are located within easements over property owned by abutting landowners and recorded on tract maps. These easements are typically 30' on each side plus a 50' slope easement (60' for road, 100' for slope = 160' total). On Avenida La Cresta, the easements are typically 50' each side plus any slope easement. The dimensions of the easement areas on a specific lot can be determined by reviewing the relevant tract map. The paved roadway is located somewhere in this easement area. There is no obligation for the Association to locate the roads in the center of the easement area.

There are no current "as-built" authoritative surveys of the road locations. The abutting property owners are responsible for knowing their exact property boundaries.

Private cul-de-sacs were created by the subdivision of larger parcels. Maintenance of private cul-de-sacs is not the responsibility of the Association.

Drainage

Property owners' access to the roads (either directly from their property or from a private cul-de-sac) may not interfere with water drainage so as to create damage to the roads or the property of other owners. Water flowing beside the roads may either flow over an access driveway (or cul-de-sac) or through culverts. It is the property owner's responsibility to maintain these access points.

Property owners are responsible for ensuring that water draining off their property does not sheet over the road surface.

Any damage caused to the roads as a result of improper access or drainage will be repaired and the costs assessed to the responsible property owners.

Hazards

Any hazardous condition emanating from a property must be corrected by the property owner. This includes immediately removing overhanging limbs or downed branches which obstruct the road or slope easement. The Association shall be responsible for maintenance of all native trees (Oaks, Cottonwoods, Laurel Sumac, California Sycamore and Toyon) within the road easements.

Upon learning of a potentially hazardous condition within its road or slope easement, the Association will notify the property owner of the action they must take to correct the condition. The owner must correct the condition or provide the Association with an acceptable plan of action. If the owner fails to do so to the Association's satisfaction, the Association may correct the hazardous condition and assess the costs to the responsible property owner. The Association will follow its hearing procedures to document conditions, costs, and responsibility.

In an emergency, the Association will act immediately to correct a hazardous condition. Costs may be assessed to the property owner at the discretion of the Board following a hearing.

Emergency barricades placed by the Association or its contractors are intended to provide safety and protection from hazardous conditions. Anyone who removes these barriers becomes liable for any damage or injury which may occur to themselves or others as a result of removing the barricades.

Report road damage or hazards immediately to the property management company, which has an after-hours emergency maintenance service.

SECTION 4

PARKING

Parking is not permitted at any time within any slope easement that has been designated and improved for recreational trails.

Permanent parking is not permitted on the roads or slope easements. Except where recreational trails are located, occasional temporary parking is permitted if it is incidental to the use of a property for agricultural, construction, maintenance, or non-commercial social activities.

Except where recreational trails are located, parking for loading and unloading such things as materials, supplies, feed, fertilizer, equipment, crops, horses, and trash is permitted so long as it is temporary, does not create a hazard, and does not damage the roads and slopes.

SECTION 5

SIGNS

General Sign Rules

No signs of any type may be attached to Association street or sign poles or placed anywhere within a slope easement that has been designated and improved for recreational trails.

On recreational trails in locations other than slope easements, signs may not include any item that could frighten horses and thus endanger riders and other trail users, including but not limited to flags, balloons, and whirligigs.

Signs intended to be in place for multiple days are permitted if they comply with all of the following rules.

- Except where recreational trails are located, signs may be placed in the Association slope easement adjacent to roads if they are freestanding, have a top edge that is no more than three (3) feet above the surface of the ground, and are no more than two (2) square feet in total area.
- All banner signs must be approved in writing and in advance by the Board.
- The person who places a sign is responsible for ensuring that it is removed.
- No signs with a top edge higher than three (3) feet from the surface of the ground and greater than two (2) square feet in total area shall be placed on the Association road or slope easements outside of the parcel to which such signs pertain without the Association's prior written consent. This includes directional or other signs placed at the entrance or along roads within the Association.

Real Estate Signs

- No cross-arm style signs shall exceed four (4) square feet in total area with a post no more than five (5) feet in overall height.
- There shall be only one (1) sign per street front, per parcel. For example, a property facing only one street front may place one sign. A corner property with two street fronts may place one sign facing each street.
- All signs shall be supported by a metal stake or wooden post.

- Each sign shall be placed perpendicular to the roadway.
- Each sign shall be placed at least ten (10) feet back from the edge of the paved surface of the roadway.
- Small Open House signs fall under the single day event section of this policy.

Commercial Signs

All signs designed to solicit business are prohibited within Association boundaries. Vehicles towing or carrying mobile billboards may not be parked on Association road or slope easements or in any location visible from the roadway. Vehicles with commercial signage temporarily visiting an Association property for business purposes are exempt from the preceding rules.

Single Day Event Signs

Signs for single-day events such as non-commercial weddings, birthdays, parties, garage sales, real estate open houses, etc., must be removed before sundown the day after the event.

Exemptions to Sign Policy

The following types of signs on private property are permissible at all times, subject to the rules above:

- “No trespassing” signs;
- Security alarm system notices;
- Property address/property owner name;
- Agricultural signs on grove or farm properties, such as “no spraying” notices;
- Equestrian signs;
- Fire Safe Council reflective address signs approved by the National Fire Protection Association.

Placement of Signs

Except where recreational trails are located, signs may only be placed on the sign owner’s private property or on the Association slope easement adjacent to roads.

Only one Open House or single day event sign may be placed on each street, in addition to one sign placed in front of the property sponsoring the event.

Enforcement

Sign Policy violations are subject to the fine policies currently in place according to the Association's governing documents.

Violation of the sign policy may also result in the confiscation and/or disposal of the sign(s).

SECTION 6

CUL DE SACS

For the purposes of this policy, a "cul-de-sac" is any road within the Association's boundary not shown on the original 1969 maps of the development. Cul-de-sacs are created by splits of the original parcels. The CC&Rs do not obligate the Association to maintain cul-de-sacs, and it has no road easement over them.

For these reasons, the Association does not maintain or insure cul-de-sac roads except where it has a license or easement for a recreational trail. Instead, the maintenance, drainage, and insurance needs of the cul-de-sacs are the collective responsibility of the property owners whose properties are served by the cul-de-sac.

All improvements, as defined by the CC&Rs, to cul-de-sacs will require architectural approval and are governed by the Association's Architectural Guidelines. Such improvements may include, but are not limited to, major grading and the construction of any structure.

The Association reserves the right to stipulate standards regarding how a cul-de-sac may interface with an Association-maintained road.

SECTION 7

ENFORCEMENT POLICY AND FINE SCHEDULE

In the event that the Board receives complaints from two or more property owners regarding the same violation, or observes that an alleged violation of the Association's Governing Documents has taken place, the following steps may be taken. While it is normal policy to require two or more property owner complaints, the Board reserves the right to act with just a single complaint.

Notice of Violation

A letter will be sent via certified and/or first-class U.S. mail to the owner. The letter will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, and (c) the date upon which the alleged violation must be cured to avoid further action. However, the Board reserves the right to skip this step and immediately issue a Notice of Hearing where the Board believes the circumstances justify such action.

Notice of Hearing

If the violation is not cured within the timeframe set forth in the Notice of Violation letter, a letter will be sent via certified and/or first-class U.S. mail to the owner. The letter will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, and (c) the time, date and place of the next Board meeting where the violation will be addressed in a hearing in executive session. A summary of the Association's Enforcement Policy and Fining Schedule will be included with the Notice of Hearing.

Hearing

On the date and at the time set forth in the Notice of Hearing (which shall be at least ten (10) days after the Notice of Hearing is provided to the alleged violating owner), the Board will meet in executive session, regardless of whether the alleged violating owner is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating owner (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating owner shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.

Disciplinary Action

If the Board, after evaluating all the evidence presented, finds that a violation has occurred, then it may impose disciplinary action against the violating property owner by levying a fine, in accordance with the Fine Schedule attached hereto and incorporated herein. The Board may also take legal action against the violating property owner.

Written Findings

Within fifteen (15) days following the hearing, the Board shall provide the owner with a written notice of its findings and any disciplinary action imposed against the owner, by certified and/or first-class mail. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the owner.

After Notice and a Hearing, as set forth above, the following disciplinary action may be imposed against an owner for a violation or violations of the Association's governing documents:

Fine Schedule

- For significant violations of the Nuisance Policy, as solely determined by the Board, a \$1000 fine will be assessed following the first hearing, \$2000 following the second hearing, and \$3000 following the third and every hearing thereafter.
- For all other violations, including minor violations of the Nuisance Policy, a \$250 fine will be assessed following the first hearing, and \$500 following the second and every hearing thereafter.

- For the same violation repeated within a twelve-month period, the applicable fine schedule will be applied without interruption, starting with the next fine amount in the sequence described above.
- If the Board determines that the fine amounts above are insufficient to curtail the offending activity, the Board may double the fine amount at any step.

Legal Action: The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.

SECTION 8

NUISANCE POLICY

This policy identifies some of the activities that may be considered a nuisance in violation of Article IX of the Association's CC&Rs, which states:

“No noxious or offensive activity shall be carried on upon said Tract or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.”

In accordance with CC&Rs Article X, no owner shall permit or allow any activity to be performed or any material of any kind to be kept within or upon their lot which will obstruct or interfere with the rights of quiet enjoyment of the other occupants in the community, or annoy them by unreasonable noises or otherwise, nor will any owner commit or permit any nuisance on their lot.

The Board of Directors has the authority to determine if any activity is a nuisance. A nuisance may include, but will not be limited to, the following:

- Noisy animals, loud music, fireworks, guns, exterior horns, whistles, bells, amplified sound systems, or other sound devices (other than security devices used exclusively for security purposes);
- Activity that produces dust that crosses a property boundary;
- Noxious odors;
- Noisy or smoky vehicles, including but not limited to, off-road motor vehicles not used as utility vehicles;
- Noise or disturbance caused by excessive traffic or parking on roads or easements;
- Visual nuisance, including but not limited to, maintaining property in an unsightly condition, including but not limited to failing to remove trash and other debris, discarded household equipment, or inoperative or abandoned vehicles that are not in an active state of renovation;
- Any nuisance activity described elsewhere in the Association's governing documents.

SECTION 9

VIOLATION REPORT

Violation reports may be submitted by residents for violations that cannot be viewed from the street (*e.g.*, barking dog, noise nuisance, exterior material storage, etc.). For the Association to act on such reports, it must receive at least two complaints concerning the same violation from residents at different addresses. Please be as specific as possible to enable the Board to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association's governing documents.

SECTION 10

INTERNAL DISPUTE RESOLUTION

The following internal dispute resolution (IDR) policy complies with California *Civil Code* Sections 5905 and 5915. This policy will apply to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act (*Civil Code* Section 4000, *et seq.*); the California Non-Profit Mutual Benefit Corporation Law (*Corporations Code* Section 7110, *et seq.*); or the governing documents of the Association. This policy supplements the requirements for alternative dispute resolution as provided in *Civil Code* Section 5925, *et seq.*

1. Either party to a dispute within the scope of *Civil Code* Sections 5900–5920 may invoke the following procedure:
 - a. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - b. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - c. The Association's Board shall designate a member of the Board to meet and confer.
 - d. 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. The parties may be assisted by an attorney or another person at their own cost when conferring.
 - e. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

2. An agreement reached under this policy binds the parties and is judicially enforceable if both of the following conditions are satisfied:
 - a. The agreement is not in conflict with law or the governing documents of the Association;
 - b. The agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board.
3. A member of the Association may not be charged a fee to participate in the IDR process.

SECTION 11

ASSESSMENT COLLECTION POLICY AND STANDARDS FOR PAYMENT PLANS

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5310(a)(7) and payment plan standards consistent with CC §5665:

1. **Due Dates:** Regular assessments are due and payable on October 1st of each year. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
2. **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §5650(a).) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§5650(b); 5650(a).)
3. **Late Charges:** Unpaid assessments are delinquent 15 days after they are due. (CC&Rs, Art. V, § (e)); CC §5650 (b).) A late charge of ten dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater, will be charged, plus a collection cost of \$15.00 for delinquency notice sent for any assessment which is not paid in full within 15 days of the due date. (CC&Rs, Art. V, § (f); CC §5650(b)(2).)
4. **Interest:** Interest on the balance due will accrue at the rate of 7% per annum commencing thirty (30) days after the assessment becomes due. (CC&Rs, Art. V, § (f)); CC §5650(b)3.)
5. **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so

that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.

6. **Debt Validation Notice:** If any assessment becomes delinquent, the Association will send a debt validation notice that indicates the overdue assessment balance on the account.

7. **Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.

8. **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. (CC §5260(b)). Any such request must be delivered to the Association in a manner that complies with CC §4035. The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

9. **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §5660 by certified and first-class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

10. **Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the Board a written request to meet and confer with a designated Board member of the Association pursuant to the Association's Internal Dispute Resolution established in accordance with Article 2, Section 10 of the Act ("IDR") and/or a written request for alternative dispute resolution with a neutral third party pursuant to Article 3, Section 10 of the Act (ADR). (CC §5660).

11. **Right to Request a Payment Plan:** **Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665.) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth herein below.

12. **Lien:** If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §5675). The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the Board approves the decision to record the lien at an open Board meeting. (CC §5673).

13. **Notice of Recordation of Lien:** A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5675(e)). Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

14. **Dispute Resolution:** Prior to initiating foreclosure of any lien, the Association shall offer to the owner of the Property, and if so requested by the owner, shall participate in IDR and/or ADR pursuant to CC §5705. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

15. **Foreclosure of Lien:** The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent (CC §5720(b)(2)) assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the Board members, in executive session.

16. **Notice to Owner of Decision to Foreclose:** If the Board decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The Board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §5705(d)).

17. **Release of Lien Upon Satisfaction of Debt:** Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685a.).

18. **Right to Inspect Records:** Owners have the right to inspect certain Association records pursuant CC §5205.

19. **Association's Addresses:** Any payments, notices or requests sent to the Association should be sent to the following address:

Regular payments:	Mailing Address for overnight payment of assessments, notices, and requests (cannot be a post office box):
La Cresta Property Owners Association c/o Powerstone Property Management 9060 Irvine Center Drive Irvine, CA 92618	La Cresta Property Owners Association c/o Powerstone Property Management 9060 Irvine Center Drive Irvine, CA 92618

20. **Association's Right to Collect by Any Lawful Means:** Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

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, 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 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.

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.

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.

The following Disclosure is made pursuant to Civil Code Section 1812.700-1812.703

“The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.”

SECTION 12

DISCLAIMER

The material contained within this packet is not intended to be substituted for the services of an attorney. The law and its interpretation are constantly changing.

Please consult your professional advisor regarding your involvement in a community association.

LA CRESTA PROPERTY OWNERS ASSOCIATION

FHA CERTIFICATION DISCLOSURE

Certification by the Federal Housing Administration (FHA) may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

A portion of this common interest development is not a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

FHA Status can be checked online at U.S. Department of Housing and Urban Development website at <https://entp.hud.gov/idapp/html/condlook.cfm>.

LA CRESTA PROPERTY OWNERS ASSOCIATION

VA CERTIFICATION DISCLOSURE

Certification by the federal Department of Veterans Affairs (VA) may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

A portion of this common interest development is not a condominium project. The association of this common interest development is not certified by the federal Department of Veterans Affairs.

VA status can be checked at the Department of Veterans Affairs website at <https://vip.vba.va.gov/portal/VBAH/VBAHome/condopudsearch>.



Dear La Cresta Property Owners:

The Association is required by law to maintain a membership list, including members' names, property addresses and mailing addresses. Under certain circumstances, the membership list may be made available to a member of the Association. The law provides that any person who misuses a membership list is liable for any damage caused by the misuse. The homeowner requesting the list must state the purpose for the request and the purpose must be reasonably related to the requester's interest as a member of the Association.

Homeowners may opt out of the sharing of their name and address by notifying the Association in writing that they prefer to be contacted by alternative means. Effectively, the homeowners have the option of making their name, property address, and mailing address unavailable through the Association. These records may still be available through other sources.

Please complete the Membership List Opt Out section below if you do not want your information shared with other homeowners. You may return it to the Powerstone Management office at 27450 Ynez Road, Suite 307, Temecula, CA 92591

If we do not have in our file this form or any written note that you request to be contacted by other means, your name, property address and mailing address will be given to homeowners, if requested. In addition, if you would like to receive e-mail communications from the Association, please complete the Opt in for E-Mail Communications from the Association section below. This will include but is not limited to newsletters, notices and other communications from the Association as directed by the Board of Directors.

If you should have any questions regarding the enclosed information, please contact your community manager, at egaribay@powerstonepm.com for assistance.

Sincerely,

The Board of Directors
La Cresta Property Owners Association

Opt In for E-Mail Communications from the Association

Name: _____ Date: _____

(Print name above)

Signature: _____

Property Address: _____

E-Mail Address: _____

Membership Opt Out List

Name: _____ Date: _____

(Print name above)

Signature: _____

Property Address: _____

_____ Please initial here if you prefer not to share your information to other homeowners.

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

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:

Vanessa Cruz Escrow Powerstone Property Management 09-26-2023
 Print Name Position or Title Association or Agent Date Form Completed

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)	\$55.00	
Bylaws	Section 4525(a)(1)	\$40.00	
Operating Rules	Section 4525(a)(1)	\$35.00	
Age Restrictions, if any	Section 4525(a)(2)		Refer to the Demand
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$45.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$45.00	
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 the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

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 the 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 the Demand
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		Refer to the Demand
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to the Demand
Required Statement of Fees	Section 4525	\$260.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$100.00	
Total fees for these documents:		\$ \$610.00	

*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.

This is the minimum document offering required to meet CA Statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

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.