Crown Ranch Estates Homeowners Association

Community Handbook

Professionally Managed by

So Cal Property Enterprises, Inc.
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CROWN RANCH HOMEOWNERS ASSOCIATION

Dear Homeowner:

Welcome to Crown Ranch! We are thrilled you have chosen Crown Ranch as your new home. Crown Ranch is not merely a collection of homes sharing common property, but rather a collection of homeowners that share common values and a certain quality of life. By working together, becoming actively involved and supporting your association, we will be able to create the vital and vibrant sense of community we all desire.

As a means of introduction, **So Cal Property Enterprises, Inc.** has provided exceptional service to Southern California communities for over 15 years. So Cal Property Enterprises is pleased to be the managing agent for your community. As directed by the Board of Directors, So Cal Property Enterprises role is to manage the daily operations of the association, both physical and financial. So Cal Property Enterprises will also advise in long term financial planning and will assist the association in complying with state and federal laws. Further, So Cal Property Enterprises will be the information and communication hub for all of the community's functions and activities. **You can contact So Cal Property Enterprises at (951) 270-3700.**

Having a decisive plan in place is the first step towards making sure that common goals will be met. The community's governing documents, known more specifically as **Covenants, Conditions, and Restrictions (CC&Rs), the Bylaws, Articles of Incorporation, Community Rules and Architectural Guidelines** act as the community's charter, or Constitution, providing a general framework for the protections and continuance of the community and its common elements.

Please take a moment to familiarize yourself with the governing documents. Understanding the community's "charter" and responsibilities will greatly enhance your experience as a member of the community.

Also, So Cal Property Enterprises is pleased to offer automatic echeck or credit card payment withdrawal for your monthly assessment. If you are interested in this value added service, please contact our accounting department for details.

Again, welcome to the neighborhood!

Sincerely,

Crown Ranch Homeowners Association

Crown Ranch Homeowners Association
Community Guidelines
Adopted January 5, 2005

Introduction

The Community Guidelines established for Crown Ranch are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Declaration. All owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe at Crown Ranch.

Animals:

1. Animals are to be confined to your lot and must be on a leash at all times when in the common areas.

2. Residents may not have more than a total of two (2) dogs, cats, birds or any combination thereof.

3. Residents are responsible for any damage to the common areas caused by their pets. They may be assessed and/or penalized by the Board of Directors.

4. Pet owners must **pick up after their pets** on **all** community property including, but not limited to, the front and back of the buildings, adjacent streets and landscape. Any resident not complying with this provision may be subject to special assessments.

5. Cats or other small pets are not permitted to roam in the common area.

6. Animals may not be raised, bred or kept for any commercial purposes.

7. Any person bringing an animal upon or keeping an animal in the community shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.

8. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, it constitutes a nuisance to other owners.

Commercial Activity:

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Lot or the Common Property. This provision does not include construction of the project by the Developer or other authorized builders; however, this provision is not meant to preclude an owner from maintaining a home office and conducting business activities. The business or activity must be consistent with the specific plan requirements for the project (i.e. residential use) and meet the following criteria:

1. There is no external evidence of the activity or business;

2. The activity or business is conducted in conformance with all applicable government ordinances;

3. The business or activity does *not* increase the liability or casualty insurance obligation or premium of the corporation;

4. The patrons or clientele of such activities do not visit the Residential Unit or park automobiles or other vehicles within the Project;

5. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Residential Unit;

6. The activity or business is consistent with the residential character or the project and otherwise conforms to the corporation's Governing Documents

General:

1. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property.

2. All homeowners are required to install all of their yard landscaping within 12 months of close of escrow. Please refer to the Architectural and Landscape Review Guidelines and Procedures for further information.

3. All exterior alterations or structural changes must be approved by the ACC in writing prior to commencement of said project.

4. Residents shall not cause or permit noises to be made on their Lot or in the common areas, which interfere with the peace and quiet of other residents.

5. No clothing or household fabrics shall be hung, aired or dried on any portion of the Lot. Clotheslines are not permissible.

6. Basketball backboards or other sports apparatus are not permitted unless expressly approved by the ACC in writing. Portable sports apparatus are permitted provided they are removed from view when not in use.

7. Window coverings must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time.

Holiday Decorations:

1. Holiday decorations are permitted on your home; however, decorations of any type are not permitted in the common area. The common area includes, but is not limited to, trees, bushes or other landscaped areas maintained by the Association, etc. Any decorations found in the common area will be removed at the owner's expense.

2. All decorations are permitted up to 15 days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 15 of each year.

3. Homeowners should be considerate of neighbors when decorating for holidays.

Marijuana Policy:

"Outdoor Cultivation of Marijuana Prohibited. No outdoor part of any Lot or Common Area shall be used for the cultivation of Marijuana. Notwithstanding the foregoing, the interior part of a private residence or accessory structure located on a Lot may be used for the cultivation of Marijuana pursuant to Health and Safety Code §§ 11362.1 – 11362.45, provided that the interior part of such residence or structure to be used for cultivation is fully enclosed, secure, and screened from view from adjacent Lots or Common Area."

CROWN RANCH HOMEOWNERS ASSOCIATION
PARKING AND VEHICLE RESTRICTIONS POLICY
Adopted August 12, 2010

1. All California Vehicle Codes will be strictly enforced.

Resident and Guest Parking

2. Residents' vehicles are to be parked in garages or driveways. Garages are to be used for parking vehicles owned by, operated by, or within the control of the resident(s).

3. No owner shall convert his or her garage to any use which prevents the number of vehicles from being parked in the garage that the garage was designed to accommodate (i.e. two vehicles must be able to park in a two-car garage).

4. Driveways should be used to park additional resident vehicles and oversized resident vehicles that do not fit in the garage.

5. Vehicles shall not be overhauled (which includes major engine repairs that cannot be completed in one day), or be set on blocks, either on the property or in a driveway.

6. Street parking is allowed for vehicles displaying a valid resident parking permit or with proof that the vehicle has been "Safe Listed". Vehicles must be removed from the street for street sweeping regardless of displaying a resident parking permit or proof of "Safe Listing". Owners not in good standing (i.e., with delinquent assessments or violations) may have their street parking privileges suspended pursuant to Section 5.1 of the Bylaws. Vehicles that are parked on the street and not displaying a valid resident parking permit or proof that the vehicle has been "Safe Listed" will be towed at the vehicle owner's expense.

7. Owners will be issued a resident parking permit for a vehicle upon proof that the garage and driveway are being utilized to their full capacity, and that the vehicle is registered to the Crown Ranch address. A maximum of two (2) resident parking permits will be issued per household.

8. Any guest staying past 12:00 midnight will need to be "Safe Listed" with the patrol company. Guests may not be "Safe Listed" more than three (3) times in a 30-day period. Owners' vehicles may not be "Safe Listed" for parking on the street.

Recreational and Commercial Vehicles

9. No inoperative vehicles or recreational vehicles (motor homes, trailers, campers, house cars, buses, boats, dune buggies, jet skis, wave runners, sand rails, or any similar types of equipment or vehicles) are permitted in the community unless hidden from the view of adjoining properties and streets.

10. Recreational vehicles exceeding six (6) feet in height may be stored in the rear yard and side yard areas, in compliance with all set back restrictions, <u>except</u> for properties that are adjacent to Crown Ranch Road or Gilbert Avenue.

11. Mopeds and motor bikes are subject to vehicle code restrictions (e.g., both driver and motor vehicle must be licensed and drivers must wear helmets).

12. Go-carts, off road vehicles, and similar vehicles are prohibited within the community.

13. No commercial vehicles are permitted in the community including vehicles weighing in excess of one (1) ton, having more than two (2) axles, are designed to carry more than ten (10) persons, have commercial logos or advertising for a business, or have side stakes, fences, racks, drawers, bins, tool boxes, ladders, hydraulic lifts, wenches, cranes, hoists, vacuums, motorized brushes, or other similar equipment.

14. Vehicles parked in fire lanes, blocking a fire hydrant (within 15-feet), or parked in "No Parking" areas, will be towed <u>immediately</u> at the vehicle owner's expense.

Rental of Residence:

An Owner shall be entitled to rent the Owner's entire Residence (but not a portion thereof) for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. All Owners who rent their homes shall submit names and contact numbers for their tenants to the Association.

2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement.

3. A copy of all the Governing Documents shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents for the Association.

4. Use privileges for amenities, Association Property and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their unit. No Residential Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

Satellite Installation Policy:

1. If you would like to install a satellite dish device. You are required to fill out the "Satellite Installation Notification Form" PRIOR to installation of the device.

2. The Satellite Installation Notification Form must be mailed or faxed to Management PRIOR to the installation of the device. **Approval is not required provided you comply with ALL of the requirements stated below.**

3. **If you are unable to comply with the policy set forth,** you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board of Directors in a timely manner.

4. The device may not exceed one (1) meter in diameter.

5. The device must be located as far out of view as possible and should be installed either on the side or rear of the residence. The visibility of the satellite device must be minimized with respect to other Owners and should not be in direct view. If you have any concerns about the location, contact the Association prior to installation.

6. All wires and cables must be securely mounted on the home and may not hang or dangle.

Signs:

1. No sign may be larger than eighteen inches (18”) by twenty four inches (24”) in size and having a face area of no more than three (3) square feet.

2. One (1) sign advertising the home for sale or lease is permitted

3. After a property has closed escrow, the For Sale sign must be removed within fifteen (15) days.

4. One (1) address sign is permitted per home and one (1) sign advising of the existence of security services protecting a residence is permitted.

Violation and Fine Procedure

Revised August 16, 2007

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit (30 days) to rectify the violation.

   Failure to comply with the request to rectify the violation within 30 days from date of letter will result in a "Notice of Hearing" and shall request that the homeowner meet with the Board to discuss the violation. After hearing the homeowners circumstances the Board will determine if the homeowner should be granted another 15 days to rectify the situation or if the below fine schedule is imposed or legal relief sought or both. Should the homeowner not attend the hearing the fine schedule will be applied.

2. Please note the Board may determine that a "Notice of Hearing" is appropriate to send to the homeowner as the second letter, instead of a "Final Notice", when the violation is determined to be of a more serious nature.

3. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may take any of the following actions:
   a. Suspend the homeowners voting privileges.
   b. Submittal of the matter to the Association's legal counsel for further action. Such action will take place in accordance with California Civil Code 1354.
   c. Levy of a special assessment or penalty in the amount as outline in section 5 below.
4. The penalty schedule is a follows:

   Minor Violations:
   Including but not limited to lawn maintenance, trash cans not properly stored, unauthorized signage, minor visual repairs, etc.

First violation:	$250.00
Second violation (same infraction):	$500.00
Third violation (same infraction):	$750.00

   Major violations:
   Including but not limited to failure to obtain architectural (ARC) approval prior to making any exterior modifications, failure to install front yard landscape within six months of first close of escrow, negligent damage to Association property, life threatening or safety violations, etc.

First violation:	$500.00
Second violation (same infraction):	$1000.00
Third violation (same infraction):	$1500.00

*Please note: Special Assessments may be imposed for specific violations outlined in the Association's Governing Documents.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different residential unit owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute in compliance with the neighbor to neighbor dispute resolution policy.

Architectural and Landscape Review Guidelines and Procedures

Revised August 16, 2007

I. Objective:

The objective of the Architectural Control Committee (ACC) is to facilitate the evaluation of proposed improvements for each residence in order to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each individual family.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed improvement must first comply with any and all CC&R requirements, as agreed, as well as local codes and ordinances. Approval by the Association does not, however, constitute a representation or warranty by the Association that the proposed improvements comply with local codes and ordinances.

While consideration may be given by the Architect, with regard to the obstruction of any homeowner's view, the documents specifically do *not* protect any homeowner's view, and protection of any such views may or may not be considered when approving a proposed Improvement. Such consideration is solely at the discretion of the approving architect.

These Guidelines and Procedures are in no way an attempt to dictate the character of the design program, but rather to assure that the design program takes into consideration any obstructions and/or adverse effects to surrounding neighbors.

II. Construction and Installation Rules

1. Toilets, sand, construction material and/or other related items are not permitted on the street or sidewalk.

2. Contractors are required to clean up each day after construction by hosing down and/or sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All local Best Management Practices for Storm Water Pollution must be strictly followed.

3. Contractors and/or other service providers may not trespass onto any other lot without said lot's written permission.

4. Construction trailers or equipment may not be stored overnight on the streets or on any lot.

5. All trash dumpsters used during construction and installation of improvements must have a cover placed on them. Please have the trash dumpster covered at all times, except of course when you are dumping materials into the trash.

6. Sand bags or other erosion or sediment control devices installed by Declarant during initial construction should not be removed until Owner's lot is landscaped and the planting is established. All broken sand bags must be removed immediately and replaced.

7. Homeowners are responsible for ensuring that no runoff from the Owner's lot occurs and each Owner is required to take action reasonably necessary to prevent any runoff.

III. Owners/Designer Responsibilities and Procedure:

1. Each owner shall submit three (3) sets of plans, three (3) sets of the ACC application, including neighbour awareness form and three (3) sets of the submittal checklist to the Association for review and compliance. Along with an architectural processing fee of $150.00 for front **or** rear yard, if submitted separately, $200.00 for front **and** rear, if submitted at the same time, made payable to Crown Ranch Homeowners Association. If a third plan check is required, an additional $100.00 will be required.

2. The Owner or his/her design representative shall be responsible for checking the CC&R's requirements and with the local governing agencies to assure that all Improvements and set backs meet the requirements of local codes and ordinances.

3. The Association or their representative shall not be held liable for non-conformance with local codes and ordinances. Nor shall their representative be held liable for site design discrepancies and neighboring non-approvals. **If your lot has any restrictions, it is your responsibility to ensure you are abiding by those restrictions. The Association (ACC or Board) can not approve or supersede any type of restriction on your Lot; therefore, if such restriction is accidentally approved it is the Owner's responsibility to advise of such and approval for such plans will be deemed denied by the Association.**

4. The Owner or his/her design representative shall be responsible for contacting the Association representative at (951) 270-3700 to clarify any comments regarding the design review prior to the re-submittal of the Landscape Improvement Plans.

5. The Association or its agent reserves the right to inspect any improvement at any time during the construction process to ensure that the improvement is being completed in accordance with the approved plan. Per the CC&Rs, each homeowner, by accepting title to their lot, has agreed to such an easement for inspection.

6. If plans are denied by the ACC, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional 30 days if changes are substantial. If

you are not satisfied with the denial or request for changes, you have the right to appeal the decision of the ACC to the Board of Directors. You must submit your request, in writing, to appeal the ACC's denial, within 30 days of the denial by the ACC. Your request will be placed on the agenda at the next regularly scheduled open board meeting session.

IV. Association Responsibilities:

First Plan Check/Review:

1. We shall review the initial submitted landscape plan(s) for guideline compliance, CC&R compliance and local codes and ordinance compliance.

2. Plans will be approved or denied within thirty (30) days of complete submittal.

3. In the event concerns and/or corrections are required to the provided landscape plans, we shall provide a redline print(s) along with an itemized checklist of the required corrections. We shall also provide re-submittal requirements.

Second Plan Check/Review (if required):

1. Upon re-submittal, a second plan check review will be conducted, with the anticipation that all concerns and/or corrections have been addressed. At which time a letter of "Approval" shall be forwarded to the homeowner.

2. In the event the indicated concerns and/or corrections have not been addressed, in their entirety, we shall again provide an additional redline print(s) along with an itemized list of the required corrections.

Third Plan Check/Review (if required):

1. Upon re-submittal, a third plan check review will be conducted, with the anticipation that all concerns and/or corrections have been addressed. At which time a letter of "Approval" shall be forwarded to the homeowner. There is an additional fee for a third plan check.

2. In the event the indicated concerns and/or corrections have not been addressed, in their entirety, we shall again provide an additional redline print(s) along with an itemized list of the required corrections. At this time, the Board may get involved in the process, if said homeowner is uncooperative with the architect hired by the Association.

SUBMITTAL REQUIREMENTS

Plan requirements for all submittals:

- ☐ ☐ ☐ Completed "Architectural Request Form" and check for $150 or $200
- ☐ ☐ ☐ Completed "Neighborhood Awareness Form"
- ☐ ☐ ☐ Date on plans
- ☐ ☐ ☐ Three (3) complete sets of plans, application and forms
- ☐ ☐ ☐ House/Property street address & phone number
- ☐ ☐ ☐ House/Property lot and tract number
- ☐ ☐ ☐ Proper scale (Site plan @ $^1/_8$" - Floor plans @ ¼" - Elevations at $^1/_8$" - Landscape @ $^1/_8$")
- ☐ ☐ ☐ Name, address & phone number of entity who prepared the drawing
- ☐ ☐ ☐ Special note - see end of check list

Site and/or Landscape Plan:

- ☐ ☐ ☐ Show all property lines accurately as to length, angles and amount of curve.
- ☐ ☐ ☐ Show existing building(s)/structure(s)
- ☐ ☐ ☐ Show existing walls, fences, gates, sidewalks, paving, planters and other constructed or hardscape elements which impact the design
- ☐ ☐ ☐ Show all applicable utilities & improvements
- ☐ ☐ ☐ Show proposed planting areas
- ☐ ☐ ☐ Show proposed decks, fences, walls, stairs, trellises, arbors gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting.
- ☐ ☐ ☐ Plans for proposed fence and wall drawings shall note materials, colors and heights. Heights shall be noted relative to the immediate ground elevation.
- ☐ ☐ ☐ Pools and spa plans shall include the locations, size and sound mitigation treatment of all mechanical equipment.
- ☐ ☐ ☐ Dimensions (In feet and inches)
- ☐ ☐ ☐ Grade changes
- ☐ ☐ ☐ Location of new area drains and drain pipe routing
- ☐ ☐ ☐ Grading & Drainage Notes
- ☐ ☐ ☐ Construction Notes
- ☐ ☐ ☐ Walls, fences, gates, screens, etc.
- ☐ ☐ ☐ Trellises, overheads, etc.
- ☐ ☐ ☐ Fountains, ponds, pools, spas, etc.
- ☐ ☐ ☐ Barbecues, fireplaces, fire pits, etc.
- ☐ ☐ ☐ Mechanical equipment including all motors, pumps, filters, controllers, timers, compressors & air conditioner condensers, etc.
- ☐ ☐ ☐ Lighting fixture locations, heights & sizes with bulb type & wattage
- ☐ ☐ ☐ Exterior lighting to be indirect and shielded from adjacent properties. All lights must be compatible with house design and should be simple in design & color. No exposed wires or cables.
- ☐ ☐ ☐ Photos of project site depicting existing site conditions and adjacent property relationships.
- ☐ ☐ ☐ Show elevation of existing adjacent grade
- ☐ ☐ ☐ Special note - see end of check list

Exterior Elevations:

- ☐ ☐ ☐ Elevations of existing and proposed architectural elements with roof slope pitches
- ☐ ☐ ☐ Ridge heights
- ☐ ☐ ☐ Note all finish materials, colors and textures of proposed work.
- ☐ ☐ ☐ Note if proposed finishes and material are to match existing finishes and materials.
- ☐ ☐ ☐ Color & material board clearly depicting materials and/or colors that differ from existing.
- ☐ ☐ ☐ Exterior materials, trims, detailing and finishes
- ☐ ☐ ☐ Special note - see end of check list

Floor Plans:

☐ ☐ ☐ Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure
☐ ☐ ☐ Floor plans of existing and proposed room layouts with horizontal dimensions and all features that affect the exterior - windows, doors, overhangs, etc.
☐ ☐ ☐ Show dimensions of proposed work and related existing work and indicate relationship
☐ ☐ ☐ Delineate all parts of the exterior that cannot be shown on elevation drawings
☐ ☐ ☐ Clearly identify proposed new work areas and differentiate existing work areas from them
☐ ☐ ☐ Special note - see end of check list

Roof Plan:

☐ ☐ ☐ Show all existing and proposed roof surfaces, noting pitches and overhangs.
☐ ☐ ☐ Call out existing and proposed roof materials and colors
☐ ☐ ☐ Ridge heights
☐ ☐ ☐ Special note - see end of check list

Mechanical and Solar Energy Plans:

☐ ☐ ☐ Show all mechanical devices exposed to the exterior including solar collectors, storage tanks, piping, and other distribution and collection components
☐ ☐ ☐ Devices are integrated into the roof design and flush with existing roof slope
☐ ☐ ☐ Frames are colored to complement roof
☐ ☐ ☐ No natural aluminum frames
☐ ☐ ☐ Mechanical equipment screened
☐ ☐ ☐ Special note - see end of check list

GENERAL DEVELOPMENT GUIDELINES

Heights:

☐ ☐ ☐ Maximum height of the occupied area of all other structures including patio structures, trellises and gazebos shall be limited to fourteen (14) feet.
☐ ☐ ☐ All portions of proposed structure that are decorative and unoccupied and exceed the twelve (12) feet limit are subject to review and may not be permitted
☐ ☐ ☐ Vertical trellises, trellage, grills or small arbors are not any higher than seven (7) feet
☐ ☐ ☐ Element does not exceed the height of the adjacent property line fence/wall or six (6) feet, whichever is less
☐ ☐ ☐ Freestanding fireplace chimney does not exceed twenty four (24) inches greater than the height of the structure to which it is attached
☐ ☐ ☐ Special note - see end of check list

Fences and Walls:

☐ ☐ ☐ Existing fences/walls are not removed or modified
☐ ☐ ☐ No double walls constructed side by side
☐ ☐ ☐ Fences, walls and gates are no more than six (6) feet or are the same or less in height than the existing fence/wall
☐ ☐ ☐ Retaining walls blend in and compliment style of home
☐ ☐ ☐ Planter walls blend in and compliment style of home
☐ ☐ ☐ Drainage system provided near wall footing
☐ ☐ ☐ No exposed wooden fences with the exception of lattice screens or trellis are viewed from public place
☐ ☐ ☐ Material, color & texture to be compatible w/ existing house (no uncovered concrete block)

Fences and Walls Continued:

☐ ☐ ☐ Maximum height is 6 feet above adjacent grade or equal to or below the height of existing walls.
☐ ☐ ☐ Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns
☐ ☐ ☐ No uncovered concrete block
☐ ☐ ☐ Special note - see end of check list

Door and Window Coverings:

☐ ☐ ☐ No screen door on front or main entry door
☐ ☐ ☐ No aluminum or metal awnings or covers over windows or patios
☐ ☐ ☐ No aluminum foil, paint, sheets, newspapers, or other unsightly covering on windows
☐ ☐ ☐ Special note - see end of check list

Garage Doors:

☐ ☐ ☐ Garage door is compatible in design and color with house.
☐ ☐ ☐ Garage door is simple in design and color (no ornate decoration).
☐ ☐ ☐ Special note - see end of check list

Exterior Lighting:

☐ ☐ ☐ Lighting fixture locations, heights & sizes with bulb type and wattage noted on plan
☐ ☐ ☐ Lighting is indirect and shielded from adjacent properties
☐ ☐ ☐ Lighting is compatible with house design and is simple in design and color
☐ ☐ ☐ No exposed wires or cables
☐ ☐ ☐ No exterior lighting placed so as to cause an unreasonable glare or illumination on any other private property or common area
☐ ☐ ☐ Lamp source is not high-pressure sodium, metal halide or other inappropriate type
☐ ☐ ☐ Special note - see end of check list

Patio Covers, Gazebos, Trellis and Sundecks:

☐ ☐ ☐ Provide exterior elevations of all proposed structures including trellises, gazebos, and shade structures
☐ ☐ ☐ When proposed improvement is attached to existing home, show the existing elevation in relation to the proposed improvement.
☐ ☐ ☐ Trellis posts shall be located a minimum of 5 ft. and overhangs a minimum of 3 ft. from existing side or rear yard walls or property lines, which ever is the more restrictive
☐ ☐ ☐ Square footage is in proportion to the yard (is not more than 50% of rear yard area).
☐ ☐ ☐ Trellis height is not to exceed fourteen (14 ft.) above existing finish grade.
☐ ☐ ☐ Peaked or sloping roofed gazebos are not to exceed twelve (12 ft.) above the existing finish grade to the uppermost height of the roof
☐ ☐ ☐ Design, color, finish and detailing must be consistent with the existing house.
☐ ☐ ☐ Columns may be stucco or wood. (4x4 wood posts must have wood trim to appear wider and more substantial) No exposed metal posts permitted
☐ ☐ ☐ Any design features incorporated into the patio cover, gazebo, trellis and/or sundeck must be compatible in appearance with the existing house and surrounding community
☐ ☐ ☐ Side elevation not enclosed, except for hand or guardrail or portion of existing dwelling
☐ ☐ ☐ Special note - see end of check list

Sundecks, Balcony, Open Porch, Etc. Attached to House at Second Floor Level Height:

☐ ☐ ☐ No sundeck on or over any portion of a second story roof
☐ ☐ ☐ Floor height does not exceed existing second floor living level
☐ ☐ ☐ Sundeck is directly accessible from living unit levels
☐ ☐ ☐ Railing is appropriate to architecture (no horizontal pipe rail)
☐ ☐ ☐ Special note - see end of check list

Exterior Stairs:

☐ ☐ ☐ Location, material and color are compatible with existing house.
☐ ☐ ☐ Stair supports are designed as integral parts of house.
☐ ☐ ☐ Spiral stairs are compatible with architecture of house.
☐ ☐ ☐ Special note - see end of check list

Awnings:

☐ ☐ ☐ Awnings are compatible in color and design with house.
☐ ☐ ☐ Awnings are simple in design and color.
☐ ☐ ☐ Awning size, location and form are in scale with the window.
☐ ☐ ☐ Special note - see end of check list

Playground Equipment:

☐ ☐ ☐ Basketball backboard is compatible with house design and is painted to match adjacent surfaces. (No clear backboards)
☐ ☐ ☐ Equipment does not exceed twelve (12) feet in height
☐ ☐ ☐ Play equipment can exceed perimeter wall height if screened from view with landscaping and color subdued.
☐ ☐ ☐ Play equipment must be located on private property
☐ ☐ ☐ Special note - see end of check list

Flagpoles:

☐ ☐ ☐ Flagpoles must be compatible with the color and scale of the house.
☐ ☐ ☐ Special note - see end of check list

BUILDING MATERIAL STANDARDS

Exterior Building Walls:

☐ ☐ ☐ Utilized resawn wood trim to match existing trim, fascia, or barges
☐ ☐ ☐ Paint color and finish of trims, fascias, barges and doors matches existing
☐ ☐ ☐ Stucco color and texture matches existing
☐ ☐ ☐ Exterior cover material is consistent and continuous on building walls
☐ ☐ ☐ Special note - see end of check list

Window and Door Openings:

☐ ☐ ☐ Openings are located and detailed in a manner consistent with existing treatment
☐ ☐ ☐ Special note - see end of check list

Window Glazing, Tinting and Shading:

☐ ☐ ☐ Glass tinting and shading is consistent with existing treatment
☐ ☐ ☐ No reflective glass films and/or plastic roll up shades are proposed
☐ ☐ ☐ Special note - see end of check list

Diverters:

☐ ☐ ☐ Galvanized iron or aluminum diverters are painted to match roof vents or roof material
☐ ☐ ☐ Special note - see end of check list

Roofs, Flashing and Vents:

☐ ☐ ☐ Roofing material matches existing roofing material
☐ ☐ ☐ Built up roofing material on flat areas matches existing roof
☐ ☐ ☐ Roof pitches match existing
☐ ☐ ☐ Roof vents and flashing are painted to match roof color or existing vents
☐ ☐ ☐ Special note - see end of check list

Gutters and Downspouts:

☐ ☐ ☐ Gutters and downspouts are painted to match house color or trim
☐ ☐ ☐ Special note - see end of check list

Wrought Iron and Tubular Steel:

☐ ☐ ☐ Wrought iron or tubular steel is galvanized or bonded prior to applied finish color
☐ ☐ ☐ Wrought iron or tubular steel matches existing
☐ ☐ ☐ Special note - see end of check list

LANDSCAPE REVIEW ITEMS

Front Yards:

☐ ☐ ☐ Paving materials to be compatible with house color & style.
☐ ☐ ☐ Driveway expansion does not exceed three (3) feet on each side.
☐ ☐ ☐ A 3 ft. wide planting area remains at the back of the sidewalk.
☐ ☐ ☐ Walkway to front door does not exceed 1/3 of the frontage of the front yard (clarify condition - i.e. establish percentage of softscape and landscape)
☐ ☐ ☐ Paving material is compatible with house.
☐ ☐ ☐ Special note - see end of check list

Shrubs, Ground Cover & Turf:

☐ ☐ ☐ Botanical & common names of proposed plant material
☐ ☐ ☐ Plant sizes & locations on the plans
☐ ☐ ☐ 100% of ground plane covered by plant material or shredded bark material
☐ ☐ ☐ Shrubs to be planted at the base of the house, walls and fences visible from street
☐ ☐ ☐ Corner lot side yard area between fence/wall & walk to be planted with lawn, ground cover, shrubs and/or vines
☐ ☐ ☐ Special note - see end of check list

Sprinklers:

☐ ☐ ☐ Irrigation head layout shown on plan.
☐ ☐ ☐ Overspray shall not contact neighboring dwelling unit, property line walls/fences, or off of property.
☐ ☐ ☐ Special note - see end of check list

Thematic Landscape Features:

☐ ☐ ☐ No mirror balls, pink flamingos, statues, sculptures, Astroturf, gravel yards in front yard areas visible from street
☐ ☐ ☐ Except for patio covers/trellises and gazebos, no landscape feature (wall, fence, statue, sculpture, waterfall, fountain, etc.) shall exceed the height of the perimeter wall or nine (9) feet above the lowest immediately adjacent grade; decided on a case by case basis as dictated by the plans.
☐ ☐ ☐ Special note - see end of check list

Visible to the Street Garden Walls & Planters:

☐ ☐ ☐ Material, color & texture to be compatible with existing house (no uncovered concrete block)
☐ ☐ ☐ Maximum height is 6 feet above adjacent grade. Vines and shrubs encouraged to soften appearance
☐ ☐ ☐ Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns.
☐ ☐ ☐ Soil not to be retained against wall unless designed to do so.
☐ ☐ ☐ Simple in design and color compatible with house.
☐ ☐ ☐ Metal fences to have horizontal top rail and vertical posts without decoration
☐ ☐ ☐ Maximum height is 5 ft. 6 in. and must be equal to or below the height of existing walls
☐ ☐ ☐ Solid wood fences are permitted and must be painted compatible with the house, if visible from the street in a color
☐ ☐ ☐ No chain link, poultry wire, woven wire, aluminum, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope and other similar temporary or commercial materials are permitted
☐ ☐ ☐ No uncovered concrete block
☐ ☐ ☐ Special note - see end of check list

Water Features - Spas, Pools, Reflecting Pools, Ponds and Fountains:

☐ ☐ ☐ Must not damage existing walls or fences
☐ ☐ ☐ All equipment must be completely screened from off-site view.
☐ ☐ ☐ All equipment noise impact on neighbors must be minimized with sound attenuation devices (i.e. masonry walls, metal enclosures, etc.)
☐ ☐ ☐ All solar collectors must be designed and located to be unobtrusive. Colors must be compatible with the house. All supports and piping must be enclosed or screened from view.
☐ ☐ ☐ Construction of Water Features must not disturb the neighbor's yards, property or improvements.
☐ ☐ ☐ Construction of Water Features must not disturb the Project's Homeowners Association property or improvements
☐ ☐ ☐ Construction of Water Features must not disturb the Master Association's property or improvements
☐ ☐ ☐ Special note - see end of check list

Drainage:

☐	☐	☐	All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per foot with a slope of 2% or ¼" per foot preferred.
☐	☐	☐	All drain pipes must drain at a minimum of ½% or 1/16" per foot with a slope of 1% or 1/8" per foot preferred.
☐	☐	☐	All grades in plant beds must be held a minimum of 6 inches below adjacent finish floor and 4 inches below the adjacent metal house screed
☐	☐	☐	All grades in plant beds must be held a minimum of 6 inches below the top of adjacent planter or retaining wall.
☐	☐	☐	All plant bed grades adjacent to existing walls or fences are not to be changed
☐	☐	☐	All finish surfaces of paving elements are to be held below the adjacent metal house screed
☐	☐	☐	All plant beds and paving are to slope and drain away from the house
☐	☐	☐	Utilize domed grates on catch basins in plant bed areas

Special Note From Previous Sheets:

1) Do not change the grade adjacent to existing walls & fences
2) During the installation process, follow the "Drainage" guidelines found on this checklist.

House Painting Review Procedure

Adopted January 5, 2005

Submittal Requirements:

1. Photos of all 4 sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.
2. Photos of the fronts of the house on either side of the home being processed.
3. Color swatches of the colors to be used and where.
4. Photo or plan marked up to indicate which color is to be applied to which surface.
5. Justification statements. See below.

NOTE: IF ALL REQUIREMENTS ARE NOT PROVIDED WITH SUBMITTAL, SUBMITTAL WILL BE RETURNED AND WILL BE DEEMED INCOMPLETE AND UNACCEPTABLE.

Justification Statement:

1. Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.
2. Provide a written statement explaining the selection of colors. It is important to provide justification as it relates to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to architectural styles and will be reviewed based upon this criteria.)
3. If existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.
4. Provide any photos or references justifying the color selection and its use on the same architectural style of home. Please keep scale of the house in mind. Don't pick a little shed to justify painting a two story house or a large estate or commercial building to justify a single family residence.
5. Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

Review Elements:

- Appropriateness of color scheme to architectural style.
- Color tone and intensity in keeping with overall neighborhood.
- Color tone and intensity in keeping with size of home and separation from neighbors.
- Color compatibility with adjacent homes.
- Does not repeat color scheme of an adjacent home.

CROWN RANCH HOMEOWNERS ASSOCIATION

ARCHITECTURAL REQUEST FORM

Return to: So Cal Property Enterprises, Inc., 1855 Sampson Ave., Corona, CA 92879
Phone (951) 270-3700

Name:_____**Date:**_____

Property Address:_____

Mailing Address (if different from above): _____

Home Phone: _____
Business Phone: _____
Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail: _____
_____
_____

II. Neighbor Advisement

With your submittal, please include three (3) copies of the neighbor notification form, signed by any neighbors that will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring lots, which may be visually impacted by your improvement(s) from their rear yards.

III. Documents Required for Submittal

- ☐ Three (3) sets of detailed plans as specified in ACC Guidelines
- ☐ Three (3) sets of this application form
- ☐ Three (3) copies of the completed neighbor notification form.
- ☐ $150.00 Architectural review fee for front **or** rear yard, if submitted separately made payable to the Association.
- ☐ $200.00 Architectural review fee for both front **and** rear yard, if submitted at the same time, made payable to the Association.

Homeowners Signature: _____ **Date:** _____

By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make to my property.

Neighbor Notification Form

Name: _____

Address: _____

Signature: _____

Left rear neighbor

Name: _____

Address: _____

Signature: _____

Rear neighbor

Name: _____

Address: _____

Signature: _____

Right rear neighbor

Name: _____

Address: _____

Signature: _____

Left adjacent neighbor

YOUR HOUSE

Name: _____

Address: _____

Name: _____

Address: _____

Signature: _____

Right adjacent neighbor

Name: _____

Address: _____

Signature: _____

Left front neighbor

Name: _____

Address: _____

Signature: _____

Front neighbor

Name: _____

Address: _____

Signature: _____

Right front neighbor

If your neighbor is not impacted by improvements, then write "Not Impacted" in signature line.
Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Association.

CROWN RANCH HOMEOWNERS ASSOCIATION

Notice of Completion Form

This form must be completed and returned to the Association within 30 days after the approved improvements have been completed.

Homeowner Name: _____

Address: _____

Residential Unit #: _____

Phone: _____

Summary of Completed Improvements

_____
_____
_____
_____
_____

Attachments (check box to indicate they have been enclosed):

☐ Copies of photographs of all improvements included. Please note that notice of completion form is not complete if photographs of improvements are not enclosed.

Signature: _____ Date: _____

By signing this form, the homeowner is stating that improvements completed have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the community's architectural guidelines.

Return form to Crown Ranch HOA
c/o So Cal Property Enterprises, Inc.
1855 Sampson Ave., Corona, CA 92879
Phone (951)270-3700

CROWN RANCH HOMEOWNERS ASSOCIATION

Violation Report Form

Return form to: So Cal Property Enterprises, Inc., 1855 Sampson Ave., Corona, CA 92879
Fax (951)270-3700

Violation information

Please provide the name (if known) and address of the home where the violation is alleged to be taking place.

Name(s): _____

Address: _____

Summary of alleged violation(s):

_____
_____
_____
_____

On what days and at what times does the violation usually take place?

_____

Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then a signature of an additional homeowner representing a separate unit/lot, within the community, may be required to initiate the Association's violation procedure. **You must include your name and address in order to have this form processed.**

Your name: _____

Address: _____

Phone: _____

If necessary:
Additional Homeowner name: _____

Address: _____

Phone: _____

CROWN RANCH HOMEOWNERS ASSOCIATION

NOTICE OF SATELLITE DISH INSTALLATION

Name:_____**Date:**_____

Address:_____**Lot #:** _____

Home Phone:_____**Business Phone:** _____

Satellite Dish Agreement:

I, _____(Insert Your Name), have read the Satellite Installation Policy for the Association and agree to install the device per the requirements in the policy. The device will be installed on ___ _____(Insert Install Date). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

_____ _____

Signature Date

Fax or Mail to:
So Cal Property Enterprises, Inc.
1855 Sampson Ave., Corona CA 92879
Fax (951) 270-3709

****

Board of Directors Use Only

☐IN COMPLIANCE ☐ NOT IN COMPLIANCE

Corrections Required:

_____

_____

Signature: _____Date: _____

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the Crown Ranch Homeowners Association on January 5, 2005. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for the Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area (example include, but are not limited to, parking, noise, animals).

2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.

3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.

2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.

3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party (ies) with a Request for Resolution in accordance with California Civil Code Section 1354.

4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

Adopted January 5, 2005

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the corporation.

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 1363.05(i), the Board has set aside a period of time at each Board meeting (called Open Forum), to hold the Open Forum.

The Open Forum can address topics on the agenda, or those which may become future agenda items. If you want your concerns known on an agenda item before the Board takes action, the Open Forum is the place for you to express an opinion.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board OR if there is a sign in sheet, please place your name on the sign in sheet and the Board will call your name.
2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.
4. Please don't interrupt others while they are speaking.
5. Maintenance related items are to be directed to The Management Trust by calling or writing (Open Forum is not the proper venue to report maintenance items.)
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board meeting is a meeting of the Directors of the Corporation.
2. As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and with Management, if needed).
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing <u>at least a month before</u> the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

POLICY: Effective February 6, 2014 the Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs - The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs of collection owed on the account.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5650 through 5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account. The homeowner's account will be charged a $15.00 per month payment plan monitoring and administration fee for payment plans exceeding four (4) months.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code 5650 through Civil Code 5740.

Returned Check Charges - The bank charge (currently $35.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank.

Statements - Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges - If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

CROWN RANCH HOMEOWNERS ASSOCIATION

Policy and Procedures for Collection of Delinquent Assessments (con't)

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (lst) day of each month. All other assessments are due on the date levied, and late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars ($10.00) or Ten Percent (10%) of the delinquent assessment, whichever is greater, is charged to the delinquent homeowner's account.

30 Days Past Due:

Interest commences at the rate of ten (10%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their Statement.

Two Months Past Due:

A Prelien package and letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within **thirty (30) days**. The delinquent homeowner's account shall be charged $125.00 for issuance of the Prelien letter plus $25.00 per owner(s) exceeding two.

Three Months Past Due:

Upon Board approval, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged $275.00 for the fees and costs associated with the preparation of the assessment lien and $35.00 for recording services. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

Preforeclosure:

Upon Board approval, the delinquent account is assigned to the Association's attorney to prepare an Intent to Foreclose letter to be sent to the delinquent homeowner advising that the attorney shall initiate foreclosure upon the assessment lien unless full payment is received with fifteen (15) days. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution. The delinquent homeowner's account will be charged $50.00 for the preparation and assignment of the delinquent account to the attorney.

Foreclosure:

If not paid at the expiration of the fifteen (15) day period, the attorney shall commence a non-judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 in the same manner as deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed $1800.00 or the assessments are more than twelve months delinquent.

In lieu of proceeding with non-judicial foreclosure of the assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.

Address for Overnight Delivery: The Association's address for overnight delivery shall be: So Cal Property Enterprises, Inc. 1855 Sampson Ave., Corona, CA 92879-6009