CC&R's, By-Law, and Building Regulations Compliance Enforcement Policies and Practices

Background

The CSRHOA was incorporated as a non-profit mutual benefit Corporation on January 22, 1981. The Declaration of Covenants, Conditions and Restrictions (the CC&R's) were filed with Los Angels Country on January 13, 1987, the current By-Laws Building Regulations were updated and filed in April 1993.

Article XII, Section 1. of the CC&R's gives the HOA and the Owner of any lot in the Project the right to enforce by proceedings at law or in equity all of the covenants and provisions imposed by the Declaration of the CC&R's or the Bylaws. That is to say that even without the HOA, each Owner still has the obligation to abide by the By-Laws, CC&R's and Building Regulations and each Owner has the right to enforce the requirements through legal proceedings.

CSRHOA Enforcement Process, Policies and Practices

For all of our members' information and easy referral, here is a brief synopsis of the compliance enforcement process used by the Crystal Springs Ranch Homeowners Association:

1. If a majority of the Board of Directors (the Board) agrees that a violation of the Declaration of CC&R's, By-Laws or Building Regulations (CC&R's for short) is likely to exist, the Corresponding Secretary of the Board writes an initial letter to the homeowner(s) asking for the violation(s) to be cured, generally within 30 days.

2. If the homeowner has not contacted the Board or has not taken action to cure the violation, a "second request" letter is sent by the Board to the homeowner and again, typically, asked that the violation(s) be cured in another 30 days.

3. (a.) If the violation(s) remain and the homeowner has not had dialog with the Board explaining why the situation isn't cured, a third letter is sent advising the homeowner that if the violation isn't cured within 14 days, the matter will be turned over to the HOA's attorney for future enforcement activity, **or**
(b.) the Board, under CC&R's Article IV, Section 4. (d) and Section 8., may contract with a service provider to enter the non-compliant property and make necessary repairs and then invoice the property owner for the entire cost.

4. If the CC&R violation(s) are still not cured by the deadline, the matter is turned over to the HOA's attorney. Section 8. of Article XII of the CC&R's states that the Owner covenants and agrees to pay the Association all costs and fees incurred if the owner defaults on their observance of any provisions of the CC&R's. The Attorney's hourly rates are about $250 and they can add up fast.

5. The HOA then assesses the Owner for the costs and fees incurred until the non-compliance violations are cured and invoices that amount to the Owner(s).

6. If the Owner doesn't pay the assessed fees and costs to the HOA within 90 days, Article VII, Section2. c) 3. of the By-Laws requires the Board record a lien against the property or bring legal action against the Owner to collect the money due.

7. 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 make a written 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 receiving the pre-lien letter, then the Board shall meet with the owner within forty-five 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 owner. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.

8. An owner is entitled 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 required in Article 5 (commencing with Section 1363.810) of Chapter 4.

9. Prior to initiating foreclosure against the owner's separate interest, the owner is entitled to submit a written request for alternative dispute resolution with a neutral third party pursuant to Article 2 (commencing with Section 1369.510) of Chapter 7, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

10. The lien process can ultimately lead to a forced sale of the property to satisfy the lien.

The By-Laws, CC&R's, and Building regulations are posted to the Crystal Springs Ranch HOA website at csrhoa.org for anyone's review.