

November 28, 2016

Dear Pinecrest Homeowner,

Each year the Association distributes the annual disclosure package to all members prior to the start of the next fiscal year.

The Board of Directors has undertaken a thorough review of the Association's operating budget with the goal of being able to meet the statutory and contractual expense requirements of the Association for 2017 and at the same time provide funding for longer term expenses through the set-aside of reserve funds.

As a result of the operating and reserve funding requirements identified in this review, the Board has approved a 2017 monthly assessment of \$100, effective January 1, 2017. This represents an increase of \$10 per month, or 11%.

The reasons for this increase are threefold:

Firstly, even though the Association has successfully reduced its water usage in the common areas though planting of low water and drought tolerant plants, irrigation improvements, and improved water management, the local water agency has substantially increased costs to levels that more than outweigh those savings.

Secondly, on the advice of legal counsel, the Association is undertaking a two-year project to update its more than thirty-year-old governing documents to bring them into compliance with current statutes and recent court decisions. In the long run, this will provide substantial savings to the Association and its members by clarifying rules and responsibilities and minimizing potential litigation.

Thirdly, the Association has increased its reserve contribution to fund completion of a review of requirements for potential drainage improvements on the Association's slopes throughout the Community.

The Association continues to be committed to completing the Orange County Fire Authority mandated fire risk mitigation project in certain areas of the community to minimize the risk

c/o Orange County HOA Management 100 Spectrum Center Drive STE 900 • Irvine CA 92618 • 949.216.3985 • 949.216.3987 facsimile PCA@hoa-oc.com of wild fires spreading to the Association. The full project is anticipated to be completed over the next four years.

The Association again held the line on other the monthly operating costs, even in light of actual and anticipated increases in costs in several operating areas, by effectively managing and reducing costs in several in other areas. In addition, the Association continues to adequately fund other longer term reserve projects to maintain, upgrade, and modernize the common areas of the Community.

Your Board remains committed to the most efficient and financially responsible management of your community and your Association.

Included in this mailing are the following disclosures:

- 2017 Annual Budget Report
- 2017 Annual Policy Statement

If you have any questions or comments, please direct them to the Board of Directors c/o Orange County HOA Management.

Sincerely,

Susan Joelson Senior Property Manager Orange County HOA Management At the direction of the Board of Directors, Pinecrest Community Association



# 2017 Annual Budget Report

# **ANNUAL BUDGET REPORT**

This is the Annual Budget Report for The Pinecrest Community Association for 2016. The following items and statements accompany this report and are a part of it:

- 1. A pro forma operating budget, showing the estimated revenue and expenses on an accrual basis.
- 2. A summary of the association's reserves. (*Prepared pursuant to Civil Code Section 5565.*)
- 3. A summary of the reserve funding plan adopted by the board. (*Prepared as specified in paragraph (5) of subdivision (b) of Civil Code Section 5550.)* The full reserve study plan is available upon request.
- 4. Has the board determined to defer or not undertake repairs or replacement of one or more major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement?
  - X No.

Yes. The decision to defer or not undertake repairs or replacement is justified as follows:

- 5. Has the board, consistent with the reserve funding plan adopted *pursuant to Civil Code Section 5560*, determined or does it anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor?
  - X No.

 $\Box$  Yes.

s. Estimated amount: \$ Commencement date: Duration of the assessment: 6. The mechanism or mechanisms by which the board will fund reserves to repair or replace major components will include:

(Check all that apply.)

X Assessments.

□ Borrowing.

 $\Box$  Use of other assets.

Deferral of selected replacements or repairs.

Alternative mechanisms.

Describe any mechanisms except Assessments:

7. Generally, the procedures used for the calculation and establishment of reserves to defray the future repair, replacement, or additions to those major components that the association is obligated to maintain are as follow:

The statement shall include, but need not be limited to, reserve calculations made using the formula described in paragraph (4) of subdivision (b) of Civil Code Section 5570, and may not assume a rate of return on cash reserves in excess of 2 percent above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.

Please see the detailed reserve calculation summary below directly following the

Pro-Forma Budget.

The Association calculated its reserve requirements using the Directed Cash

Flow method.

- 8. Does the association have any outstanding loans with an original term of more than one year?
  - X No.
  - Yes. Payee:
     Interest rate:
     Amount outstanding:
     Annual payment:
     When the loan is scheduled to be retired:
- 9. A summary of the association's property, general liability, earthquake, flood, and fidelity insurance policies, in each case including the name of the insurer, the type of insurance, the policy limit, and the amount of the deductible, if any.

To the extent that any of the required information for the insurance summary is specified in the insurance policy declaration page, the association may meet its obligation by distributing the declaration page with this Annual Budget Report.

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

10. <u>Assessment and Reserve Funding Disclosure Summary Form</u>. The Assessment and Reserve Funding Disclosure Summary form. *Prepared pursuant to Civil Code Section 5570*.

# PINECREST

## Pinecrest Community Association

January 1, 2017 - December 31, 2017 Operating Budget

Acct	Description		Annual		Monthly	% of Total
Income	:					
4010	Assessments	\$	495,006.00	\$	41,250.50	96.4%
4025	Collection Reimbursement	\$	10,000.00	\$	833.33	1.9%
4030	Compliance Income	\$	7,500.00	\$	625.00	1.5%
4035	Reserve Interest	\$	1,000.00	\$	83.33	0.2%
Total In	come:	\$	513,506.00	\$	42,792.17	100.0%
0		_				
	& Administrative:		25.00	•	0.00	0.00/
9011	Bank Charges	\$	25.00	\$	2.08	0.0%
9020	Audit/Tax	\$	1,200.00	\$	100.00	0.2%
9025	Collection Expense	\$	10,000.00	\$	833.33	1.9%
9070	Federal Income Tax	\$	50.00	\$	4.17	0.0%
9080	State Tax	\$	50.00	\$	4.17	0.0%
9090	Licenses and Permits	\$	50.00	\$	4.17	0.0%
9110	Insurance	\$	12,000.00	\$	1,000.00	2.3%
9120	Legal Services	\$	22,500.00	\$	1,875.00	4.4%
9130	Management Services	\$	50,400.00	\$	4,200.00	9.8%
9135	Management Extras	\$	7,500.00	\$	625.00	1.5%
9136	Compliance Expense	\$	7,500.00	\$	625.00	1.5%
9160	Printing, Mailing and Reimbursement	\$	7,500.00	\$	625.00	1.5%
9180	Meeting Expense	\$	2,000.00	\$	166.67	0.4%
9186	Reserve Study	\$	550.00	\$	45.83	0.1%
9475	Miscellaneous	\$	1,500.00	\$	125.00	0.3%
Total G	eneral & Administrative	\$	122,825.00	\$	10,235.42	23.9%
Land M						
5510	aintenance:	ć	115 200 00	¢	0 600 00	22.4%
5510 5550	Landscape Contract	\$	115,200.00	\$ \$	9,600.00 166.67	0.4%
5550 5560	Landscape Extras	\$ \$	2,000.00			
5850 5850	Irrigation Repairs Tree Maintenance	\$ \$	2,000.00	\$ \$	166.67	0.4%
	and Maintenance:	ڊ \$	1,500.00 <b>120,700.00</b>	ֆ \$	125.00 10,058.33	<b>23.5%</b>
	and maintenance.	φ	120,700.00	φ	10,030.33	25.570
Commo	n Area					
8020	Electrical Repairs	\$	475.00	\$	39.58	0.1%
8050	Common Area Repairs	\$	500.00	\$	41.67	0.1%
8110	Pest Control	\$	12,000.00	\$	1,000.00	2.3%
8140	Patrol Services	\$	6,000.00	\$	500.00	1.2%
Total Co	ommon Area:	\$	18,975.00	\$	1,581.25	2.5%
Utilities		-				
5020	Electricity	\$	3,400.00	\$	283.33	0.7%
5020		\$	44,500.00	÷	3,708.33	8.7%
Total U		\$	47,900.00	\$	3,991.67	9.3%
			·			
Total Ex	penses Before Reserve Fund	\$	310,400.00	\$	25,866.67	59.3%
Reserve	as:	⊢				
5500	Reserve Fund	\$	203,106.00	\$	16,925.50	39.6%
	eserves:	\$	203,106.00	\$		39.6%
		\$	513,506.00			
	Total Expenses: Total Income:				42,792.17	100.0%
Total In	come:	\$	513,506.00	\$	42,792.17	100.0%

## Assessment and Reserve Funding Disclosure Summary For the fiscal year ending 12/31/17

("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 2017 fiscal year per ownership interest is **\$100** 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:	

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.

(3) Based upon the most recent reserve study, dated 8/11/16, 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

## **Pinecrest Community Association** Assessment and Reserve Funding Disclosure Summary

## For the fiscal year ending 12/31/17

("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:
N.A.	

(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 **\$762,542**, based in whole or in part on the last reserve study or update prepared by Advanced Reserve Solutions, Inc. as of 1/1/17. The projected reserve fund cash balance at the end of the current fiscal year is **\$292,888**, resulting in reserves being **38.41%** funded at this date. The current deficiency in the reserve fund represents **\$1,113** per ownership interest.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, a reserve funding plan has been developed – see the attached projections. The assumed long-term before-tax interest rate earned on reserve funds is **1%** per year and the assumed long-term inflation rate applied to major component repair and replacement costs is **3%** per year. Full reserve study 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 55530. 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.

## **Executive Summary** Directed Cash Flow Calculation Method

## **Client Information:**

Account Number	03673
Version Number	3
Analysis Date	08/11/2016
Fiscal Year	1/1/2017 to 12/31/2017
Number of Units	422
Phasing	1 of 1

### **Global Parameters:**

Inflation Rate	3.00 %
Annual Contribution Increase	0.00 %
Investment Rate	1.00 %
Taxes on Investments	30.00 %
Contingency	3.00 %

### **Community Profile:**

For budgeting purposes, unless otherwise indicated, we have used January 1987 as the average placed-in-service date for aging the original components included in this analysis.

ARS site visits conducted: April 29, 2016, May 30, 2014 & October 11, 2011

## Adequacy of Reserves as of January 1, 2017:

Anticipated Reserve Balance	\$292,888.00
Fully Funded Reserve Balance	\$762,542.49
Percent Funded	38.41%

			Per Unit
Recommended Funding for the 2017 Fiscal Year:	Annual	Monthly	Per Month
Member Contribution	\$179,005	\$14,917.08	\$35.35
Interest Contribution	\$1,096	\$91.31	\$0.22
Total Contribution	\$180,101	\$15,008.39	\$35.56

## Membership Disclosure Summary Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
040 Electronic Notepads	\$3,800	\$3,800	0	4
050 Lighting	\$2,550	\$0	2	10
080 Landscape	\$916,900	\$269,912	0-20	1-38
090 Mailboxes	\$78,175	\$0	11	18
100 Monument Signs	\$11,000	\$10,645	1	31
Contingency	n.a.	\$8,531	n.a.	n.a.
Total	\$1,012,425	\$292,888	0-20	1-38

## **Projections** Directed Cash Flow Calculation Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2017	\$292,888	\$179,005	\$1,096	\$218,800	\$254,189	\$701,220	36%
2018	\$254,189	\$179,005	\$726	\$232,780	\$201,139	\$609,101	33%
2019	\$201,139	\$179,005	\$367	\$230,799	\$149,713	\$501,200	30%
2020	\$149,713	\$179,005	(\$23)	\$234,936	\$93,758	\$369,526	25%
2021	\$93,758	\$179,005	\$176	\$150,593	\$122,347	\$326,458	37%
2022	\$122,347	\$179,005	\$1,190	\$34,778	\$267,764	\$408,133	66%
2023	\$267,764	\$179,005	\$2,204	\$35,822	\$413,152	\$494,415	84%
2024	\$413,152	\$179,005	\$3,218	\$36,896	\$558,478	\$585,507	95%
2025	\$558,478	\$179,005	\$3,806	\$98,428	\$642,861	\$617,584	104%
2026	\$642,861	\$179,005	\$4,815	\$39,143	\$787,538	\$717,087	110%
2027	\$787,538	\$179,005	\$4,879	\$174,709	\$796,713	\$679,427	117%
2028	\$796,713	\$179,005	\$4,147	\$288,163	\$691,702	\$524,061	132%
2029	\$691,702	\$179,005	\$4,068	\$194,402	\$680,372	\$467,402	146%
2030	\$680,372	\$179,005	\$4,013	\$190,909	\$672,480	\$416,765	161%
2031	\$672,480	\$179,005	\$3,917	\$196,637	\$658,766	\$362,670	182%
2032	\$658,766	\$179,005	\$4,873	\$46,739	\$795,905	\$470,238	169%
2033	\$795,905	\$179,005	\$5,784	\$54,239	\$926,455	\$577,465	160%
2034	\$926,455	\$179,005	\$6,733	\$49,585	\$1,062,607	\$697,366	152%
2035	\$1,062,607	\$179,005	\$7,679	\$51,073	\$1,198,218	\$823,941	145%
2036	\$1,198,218	\$179,005	\$8,620	\$52,605	\$1,333,239	\$957,483	139%
2037	\$1,333,239	\$179,005	\$7,944	\$283,921	\$1,236,267	\$854,567	145%
2038	\$1,236,267	\$179,005	\$7,559	\$241,838	\$1,180,993	\$798,297	148%
2039	\$1,180,993	\$179,005	\$7,085	\$253,980	\$1,113,104	\$732,697	152%
2040	\$1,113,104	\$179,005	\$6,590	\$256,566	\$1,042,133	\$667,782	156%
2041	\$1,042,133	\$179,005	\$5,984	\$271,988	\$955,134	\$590,118	162%
2042	\$955,134	\$179,005	\$6,842	\$62,813	\$1,078,167	\$737,762	146%
2043	\$1,078,167	\$179,005	\$7,693	\$64,698	\$1,200,167	\$893,734	134%
2044	\$1,200,167	\$179,005	\$8,536	\$66,639	\$1,321,069	\$1,058,401	125%
2045	\$1,321,069	\$179,005	\$9,310	\$77,332	\$1,432,051	\$1,222,920	117%
2046	\$1,432,051	\$179,005	\$8,842	\$254,921	\$1,364,977	\$1,210,413	113%

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.



#### **Insurance Disclosure for: Pinecrest Community Association**

#### **General Liability Coverage**

- 1. Name of Insurer:
- 2. Policy Limits:
- 3. Deductible:
- 4. Inception Date:

#### **Property Coverage**

- 1. Name of Insurer:
- 2. Policy Limits:
- 3. Deductible:
- 4. Inception Date:

\*\*COMMON AREA COVERAGE ONLY\*\*

#### D & O Coverage

- Name of Insurer: 1.
- 2. Policy Limits:
- 3. Deductible:
- 4. Inception Date:

#### Fidelity Bond Coverage

- 1. Name of Insurer:
- 2. Policy Limits:
- 3. Deductible:
- 4. Inception Date:

#### Umbrella Coverage

- 1. Name of Insurer:
- 2. Policy Limits:
- 3. Deductible:
- 4. Inception Date:

#### Workers Comp Coverage

- Name of Insurer: 1.
- 2. Policy Limits:
- 3. Deductible:
- 4. Inception Date:

Policy # - 605485516 Truck Insurance Exchange \$1,000,000 per occurrence/\$2,000,000 aggregate None 10/15/16 Expiration Date: 10/15/17

Policy # - 605485516	
Truck Insurance Exchange	ge in the second se
\$400,000	
\$5,000 per occurrence	
10/15/16	Expiration Date: 10/15/17

Policy # - 605485516 Truck Insurance Exchange \$1.000.000 \$1.000 per occurrence 10/15/16 Expiration Date: 10/15/17

Policy # - 605485516 Truck Insurance Exchange \$500,000 \$1,000 per occurrence 10/15/16 Expiration Date: 10/15/17

Policy # - SUO0003221830718634 Fireman's Fund Insurance Company \$15,000,000 None 10/15/16 Expiration Date: 10/15/17

Policy # - A09466802 Mid Century Insurance Company \$1,000,000 Statutory Limits None 10/15/16 Expiration Date: 10/15/17

"This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage."



23651 BIRTCHER DR, LAKE FOREST, CA 92630 | 800.989.7990 P |949.586.9877 F | WWW.BERGINSURANCE.COM LICENSE #: 0118113

#### **CERTIFICATE OF LIABILITY INSURANCE** ACORD PRODUCES

DATE (MM/DD/YY) 10/06/2016

INODUCER
Berg Insurance Agency
23651 Birtcher Dr

Lake Forest, CA 92630

(949) 830-4590

INSURED

PINECREST COMMUNITY ASSOCIATION C/O HOA MANAGEMENT OF ORANGE COUNTY, INC. 8105 IRVINE CENTER DRIVE #900 **IRVINE, CA 92618** 

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

#### INSURERS AFFORDING COVERAGE

(A) TRUCK INSURANCE EXCHANGE (B) FIREMAN'S FUND INSURANCE CO.

- (C) MID CENTURY INSURANCE CO

**COVERAGES** 

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIN	IITS
A	GENERAL LIABILITY	605485516	10/15/2016	10/15/2017	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$75,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
	] GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/O P AGG	\$1,000,000
А	AUTOMOBILE LIABILITY	605485516	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	ANY AUTO				OTHER THAN EA ACC AUTO ONLY AGG	
В	UMBRELLA	SUO000322183	10/15/2016	10/15/2017	EACH OCCURRENCE	\$15,000,000
					AGGREGATE	\$15,000,000
	DEDUCTIBLE					
С	WORKERS COMPENSATION & EMPLOYER'S LIABILITY	A09466802	10/15/2016	10/15/2017	X WC LIMITS OTHER	
	EMPLOYER'S LIABILITY				EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000
	OTHER				EL DISEASE - POLICY LIMIT	\$1,000,000
A	Building	605485516	10/15/2016	10/15/2017	\$400,000	\$5,000 Ded
	Directors/Officers	605485516	10/15/2016		\$1,000,000	\$1,000 Ded
A	Fidelity	605485516	10/15/2016	10/15/2017	\$500,000	\$1,000 Ded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

#### \*\*COMMON AREA COVERAGE ONLY\*\*

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE
	J'sery-
ACORD 25 (7/97)	

The FY2015 CPA Audit for the Pinecrest Community Association was previously sent under separate cover to all Association members at their address of record, or to their email address of record for those who have opted in to received certain official Association communications by electronic distribution.

If you did not receive your copy of the FY2015 CPA Audit please contact Orange County HOA Management.



# 2017 Annual Policy Statement

## ANNUAL POLICY STATEMENT

This is the Annual Policy Statement for the Pinecrest Community Association for 2016. The following items and statements accompany this report and are a part of it

1. The name and address of the person designated to receive official communications to the association, including personal delivery, first class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service center, is:

Name:	Mitchell Joelson, Orange County HOA Mgt.		
Address:	100 Spectrum Center Dr STE 900		
	Irvine CA 92618		

In addition, the association has assented to receive delivery of official communications by the following electronic means:

☑ None.

Email	address:	

- Fax number: \_\_\_\_\_
- Other electronic means:
- 2. A member may submit a request to have notices sent to up to two different specified addresses for delivery of the following documents:
  - Annual Budget Report.
  - The Assessment and Reserve Funding Disclosure Statement form.
  - Any review of the financial statement of the association.
  - The Annual Policy Statement.
  - Any pre-lien notice provided pursuant to Civil Code Section 5660.
  - Any payment plans or notices given pursuant to Civil Code Section 5665.
  - Any offer to "meet and confer" regarding delinquent assessments pursuant to Civil Code Section 5670.
  - Any Notice of Delinquent Assessment pursuant to Civil Code Section 5675.
  - Any lien release, notice of rescission, or declaration of erroneous filing or recording of lien pursuant to Civil Code Section 5685, or any notice of default or other notice required to be given pursuant to Civil Code Section 5710.

- The location designated for the posting of a general notice is: The Association Bulletin Boards at the intersections of Mountain & Longleaf and Pinecrest & Virginia.
- 4. Each member of the association has the right to receive general notices by individual delivery, upon request, pursuant Civil Code Section 4045(b).
- 5. Each member has the right to receive copies of meeting minutes, pursuant to Civil Code Section 4950(b).
- 6. The statement of assessment collection policies required by Civil Code Section 5730 is attached.
- 7. A statement describing the association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments is attached.
- 8. A statement describing the association's discipline policy, if any, including any schedule of penalties for violations of the governing documents pursuant to Civil Code Section 5850 is attached.
- 9. Summaries of dispute resolution procedures (IDR and ADR), pursuant to Civil Code Sections 5920 and 5965, are attached.
- 10. A summary of any requirements for association approval of a physical change to property, pursuant to Civil Code Section 4765 is attached.
- The mailing address for overnight payment of assessments, pursuant to Civil Code Section 5655, is:
   Pinecrest Community Association c/o Orange County HOA Management 100 Spectrum Center Drive STE 900 Irvine CA 92618

## **Delinquent Assessment Collection Policy**

## (Adopted November 10, 2016)

Prompt payment of assessments by all owners is critical to the financial health of the Pinecrest Association ("Association") and the enhancement of the Association's properties. Your Board of Directors ("Board") takes its obligations very seriously under the Association's governing documents, including, without limitation, the *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Pinecrest and Notice of Annexation to Lake Mission Viejo Association* ("CC&Rs") and the California Civil Code ("Civil Code") to enforce the members' obligation to pay assessments. Pursuant to the Association's CC&Rs and the Civil Code, the following assessment practices and policies outlined below have been adopted by the Board and shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board.

- 1. Assessments, late charges, interest and collection costs, including any attorneys' 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))
- 2. Regular monthly assessments are due and payable on the first (1<sup>st</sup>) day of each month. It is the owner of record's responsibility to pay each assessment in full each month regardless of whether a courtesy statement or courtesy late letter is received.
- 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 Assessment.
- 4. 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 provided the amount in dispute does not exceed the California jurisdictional limits of the small claims court. By doing so, the owner may in addition to pursuing dispute resolution pursuant to Civil Code Sections 5925-5965, commence an action in small claims court.
- 5. Until all assessments are paid in full, any payments made by an owner will first be applied to assessments owed. Only after all assessments are paid in full will payments be applied to collection fees and costs, attorney's fees, late charges or interest. (Civil Code Section 5655(a)) The Association may, in its discretion, enter into an agreement with an owner providing for payments to be applied in a different manner, such agreement shall be controlling.
- 6. Regular assessments are delinquent fifteen (15) days after they come due.

- 7. All other assessments, including, but not limited to, special assessments, are delinquent fifteen (15) days after they come due.
- 8. Delinquent assessments are subject to a late charge in the amount of ten dollars (\$10.00) or ten percent (10%) whichever is greater.
- 9. Interest on all sums imposed, including delinquent assessments, collection fees and costs, and attorney's fees shall be at an annual rate of twelve percent (12%) and shall commence thirty (30) days after an assessment becomes due.
- 10. If a special assessment is payable in installments and an installment payment for that special assessment is not paid within thirty (30) days, all installments may be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable, subject to any requirements of the CC&Rs. The remaining balance shall be subject to late fees and interest as provided herein.
- 11. The Association or the Association's managing agent may send to the owner a late letter once an assessment becomes delinquent. A charge (if any) for the late letter will be added to the owner's delinquent account.
- 12. If an assessment is delinquent, the Association or its designee, in the event the account is turned over to a collection agent, 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 mailing address of record advising of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in internal dispute resolution ("IDR"). The owner will be charged collection fees and costs for the pre-lien letter. Notwithstanding the provisions of this paragraph, the Association may (i) send a pre-lien letter to a delinquent owner at any time when there is an open escrow involving the owner's separate interest, and/or (ii) issue a pre-lien letter immediately if any special assessment becomes delinquent even if the owner is current in paying their regular assessments.
- 13. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within thirty (30) days of the date of the pre-lien letter, the Board, by majority vote in an open meeting, shall authorize the recordation of a lien for the amount of any delinquent assessments, late charges, interest and/or collection fees and costs, including attorneys' fees, against the owner's property. The owner will be charged collection fees and costs for preparation and recordation of the lien. The lien may be enforced in any manner permitted by law, including, judicial or non-judicial foreclosure. See Civil Code Sections 5700-5720.
- 14. The lien may be enforced by non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more than twelve (12) months. A delinquent owner could lose ownership of the property if a foreclosure action is completed. The delinquent owner will be responsible for significant additional collection fees and costs for enforcement of the lien against the property.

- 15. The decision to foreclose against a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by the parcel number of the owner's property, rather than the name of the owner(s). Prior to initiating the foreclosure sale against a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
- 16. Upon an Owner's written demand, the Association shall make specified Association records available for inspection and copying pursuant to Civil Code Sections 5200-5240.
- 17. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interests, and costs of collection.
- 18. The owner has the right to request a meeting with the Board of Directors as provided by Civil Code Section 5665.
- 19. An owner has the right to dispute the debt by submitting a written request for dispute resolution pursuant to the Association's "meet and confer" program pursuant to Civil Code Sections 5900-5920.
- 20. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925-5965, 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.
- 21. An owner may submit a written request to discuss a payment plan for the debt to the Association's Board. The Board is not required to meet with an owner unless the request is mailed within fifteen (15) days of the date of the postmark of the pre-lien letter, in which case the Board shall meet with the owner in Executive Session within forty-five (45) days of the postmark of the 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 directors to meet with the owner.
- 22. The Association shall provide the owner the standards for payment plans, if any exist. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plans. Payment plans shall not interfere with the Association's ability to record a lien against an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time prior to entering into the payment plan.

- 23. 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.
- 24. Subject to Paragraph 17 above, prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and collection fees and costs, including attorneys' fees, must be paid in full to the Association.
- 25. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.
- 26. The Association shall charge the owner a Twenty-Five Dollar (\$25.00) fee for the first check tendered to the Association that is returned unpaid by the owner's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.
- 27. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
- 28. All charges listed herein are subject to change upon thirty (30) days prior written notice.
- 29. Until the owner has paid all amounts due, including delinquent assessments, late charges, interest and fees and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, and suspend the owner's right to use the Association's recreational facilities after providing the owner with notice of a duly noticed hearing before the Board. No suspension imposed may prevent the delinquent owner from the use, benefit and pleasure of the owner's separate interest.

## **30. The mailing address for overnight payment of assessments is:**

Pinecrest Community Association c/o Orange County HOA Management 100 Spectrum Center Dr STE 900 Irvine CA 92618

## STATUTORY NOTICE OF COLLECTION RIGHTS

## 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)



## PINECREST COMMUNITY ASSOCIATION

Fines and Penalties Policy

Pursuant to the Governing Documents and California law, the Association may impose monetary penalties upon owners as a disciplinary measure for violations of the Governing Documents committed by an owner or the owner's tenants or guests. Consistent with this Policy, following a properly noticed hearing before the Board, as described above, the Board may impose on an owner one or more of the following remedies, as it deems appropriate to be effective:

- a. Warning letters
- b. Monetary penalties
- c. Suspension of membership privilegesand/or voting rights

d. Internal Dispute Resolution and/or Alternative dispute resolution

e. Litigation

The selection of one of the above remedies does not preclude the Association's right to pursue others.

Fine Schedule:

1st violation, warning or fine up to \$250;

2nd violation, same offense: up to \$500;

3rd violation, same offense: up to \$700; and

Additional violations, same offense: up to \$500.

The Board reserves the right to levy a daily fine for continuing violations or a fine in a higher and different amount if warranted by

Page 1 of 2

the circumstances of the violation.

Endangering others, vandalism threats of violence or other serious violations or acts: Fines up to \$2,000 per incident, depending on the violation.

**Continuing violations:** Fines up to \$500 per day may accrue until the violation is cured. Continuing violations include, but are not limited to continuing nuisance violations, architectural violations, or other violations that are not resolved within the required amount of time.

Suspension of membership privileges and/or voting rights, as may be applicable, may be imposed for a period of up to thirty (30) days for a single non-continuing violation. In addition, the Board may also suspend membership privileges and/or voting rights until such time as an owner pays to the Association, in full, any assessment levied against the owner in accordance with the Association's Governing Documents.

Failure of an owner to pay fines within thirty (30) days of their due date may result in legal action by the Association to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner may be liable for those attorney fees and all related expenses and costs in addition to the fines.

The Board may also file a lawsuit seeking judicial relief to enforce violations of the Governing Documents, in addition to or instead of the imposition of fines and/or suspension of membership privileges.



INTERNAL DISPUTE RESOLUTION PROCEDURES (HEARING PROCEDURES)

California Civil Code §5915

(a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(b) Either party to a dispute within the scope of this article 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 an 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 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.

(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.

(c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or 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.

(d) A member of the association may not be charged a fee to participate in the process.

The Association's compliance enforcement procedures provide for due process. Statutory IDR procedures are used to guarantee that each homeowner is provided with due process relative to any penalty imposed for violations of Association rules.

## ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

California Civil Code § 5925-5965

1. An association, owner or member of an association may not file an action in Superior Court seeking either: (a) declaratory or injunctive relief to enforce the governing documents, the Davis-Stirling Common Interest Development Act, or the Corporations Code, or (b) in conjunction with a claim for \$7,500 or less (other than assessments), unless the parties have endeavored to submit their dispute to alternative dispute resolution (ADR), which includes mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The ADR process may be binding or non-binding.

2. This requirement does not apply to disputes within the jurisdiction of the Small Claims Court or disputes over assessments.

3. The ADR process is commenced by one party serving the other party with a Request For Resolution. It must contain the following:

a. A brief description of the dispute;

b. A request for ADR; and

c. A notice that the party receiving the Request For Resolution must respond within 30 days or the Request For Resolution will be deemed rejected.

d. If the person on whom the Request For Resolution is served is an owner, a copy of the statutes governing ADR. Civil Code §5925-5965.

4. Service of the Request For Resolution may be by personal delivery, first-class mail, express mail, facsimile or other means reasonably calculated to give the other party actual notice.

5. A party served with a Request For Resolution has 30 days to accept or reject the request. Failure to accept or reject is deemed a rejection.

6. If the Request For Resolution is accepted, ADR must be completed within 90 days from the date of acceptance. The deadline can be extended by a written agreement among all parties.

7. The costs of ADR shall be shared by the parties.

8. The time to file a civil action is suspended while ADR is pending.

9. Refusal to participate in ADR may result in the loss of the right to recover attorney fees in a subsequent Superior Court action.

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. Please fax one copy of this application with required supporting materials to Orange County HOA Management @ 949-216-3987 or email to PCA@hoa-oc.com. We will facilitate your application.

## **PINECREST COMMUNITY ASSOCIATION**

## **ARCHITECTURAL APPLICATION**

Please deliver this form along with drawings and other material, when required, to Pinecrest Architectural Committee, c/o Orange County HOA Management, 100 Spectrum Center Dr STE 900, Irvine CA 92618.

NAME		DATE
SIGNATURE		
ADDRESS		НОМЕ РН
LOT	TRACT	WORK PH
PROPOSED STARTING DATE		COMPLETION DATE

The Architectural Committee approves changes and improvements according to standards established by the CC&Rs to assure continuity of quality and design while maintaining the aesthetics of the Community Association.

#### PLEASE INCLUDE THE FOLLOWING INFORMATION WITH THIS APPLICATION

- 1. A description of the change/improvement
- 2. Complete dimensions on the proposed plan
- 3. Measurement of location in relationship to home and lot lines
- 4. Description of color specifications, color and materials

#### WORKMANSHIP

It is the obligation of the property owner to assure that all work performed on the subject improvements shall be done in a good workmanlike manner equal to or better than the standards of workmanship applied to original construction within the subject tract. If, in the opinion of the Architectural Committee the workmanship performed on the subject improvements has ot been done in a good workmanlike manner, the property owner shall be notified by the Architectural Committee in writing and shall be responsible to make the necessary corrections within thirty (30) days from the date of notice, then the improvements shall be held in non-compliance with the Declaration of Covenants, Conditions and Restrictions.

#### DRAINAGE

During and subsequent to construction of any improvements, the drainage pattern of your lot (although it may be revised), must not divert waters in any manner to adjacent property, nor shall any attempt be made to block or divert waters from adjacent slopes.

#### **BUILDING AND SAFETY REGULATIONS**

Approval of plans by the Architectural Committee does not relieve you (the property owner) of a complete adherence to all codes and regulations of the City of Mission Viejo or other governing agencies (i.e. Mission Viejo Department of Building and Safety, as well as appropriate utility companies). Please note that items which will require approval of the Building Department are as follows nut not limited to:

Room additions, patio covers (footing for supports should be inspected prior to pouring a slab), retaining walls with grade differential of 10 inches or more, swimming pools and equipment, sprinkler systems, alterations in plumbing, heating and electrical, and air conditioners.

#### DAMAGE DUE TO CONSTRUCTION

If any existing public improvements or utilities are damaged or destroyed during any phase of construction to which these approved plans apply, the property owner shall at his own expense replace and/or repair such damage, subject to the final approval of the appropriate governing agencies and/or utilities.

# PINECREST COMMUNITY ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE (ARC)

## **APPLICATION FOR ARCHITECTUAL APPROVAL OF EXTERIOR CHANGES**

A plan and/or rendering with the location of the project in relation to the house and lot line must be submitted along with this form. Scale dimensions must be noted. Materials and color specifications must be noted. Please deliver this form along with drawings and other supporting material to:

Pinecrest Community Association Architectural Community c/o Orange County HOA Management 100 Spectrum Center Drive STE 900 Irvine CA 92618 949-216-3985 / 949-216-3987 Fax / PCA@hoa-oc.com email

The ARC approves changes and improvements according to the standards established by the CC&Rs and the conditions outlined in the attached "Architectural Conditions and Restrictions" (AC&Rs) to assure continuity of quality and design while maintaining the aesthetics of the Pinecrest community. Only those improvement items indicated below will be reviewed. Any alteration to the improvement items detailed on this notice must be resubmitted to the ARC for review. Any additional improvement items must be submitted for separate approval.

You will receive a response from the ARC within 30 days of ARC's receipt of this completed application.

<i>Please print</i> Property Owner Name	Daytime Ph. ( )
Street Address	Mission Viejo, CA
Proposed Dates: Starting	Completion:
Brief description of project:	

Please check all areas that apply:	Reference		
Improvement Area	AC&Rs	Approved	<b>Denied</b>
Block / Brick Wall	<u>C, D, E, F, G, H, I</u>		
Driveway	<u>C, D, F, G, H, I</u>		
Fence and/or Gate – Wood	C, D, E, F, G, H, I		
Fence and/or Gate – Wrought Iron	A, C, D, E, F, G, H, I		
Front Door(s)	G, H, I		
Garage Door	G, H, I		
Irrigation / Drainage System	C, D, F, G, H, I		
Landscaping / Plant Material	C, D, F, G, H, I		
Painting Exterior	G, H, I		
Patio / Planters (hardscape)	B, C, D, F, G, H, I		
Patio Cover	G, H, I		
Pool	G, H, I		
Re-roofing	G, H, I		
Room Addition	C, D, E, G, H, I		
Spa	G, H, I		
Walkway(s)	F, G, H, I		
Windows	G, H, I		
Other (List item and check):			
Solar	G, H, I		
	G, H, I		

#### For ARC use only:

Conditions of Approval, if any \_\_\_\_\_

Explanation for items denied \_\_\_\_\_

ARC Member \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

### **NEIGHBOR AWARENESS FORM**

Community Development Department City of Mission Viejo 200 Civic Center Mission Viejo, CA 92691 Questions regarding this form: 949/470-3074

Chapter 9.43, of the City of Mission Viejo Municipal Code pertaining to architectural and design review provides that no person shall construct any dwelling, accessory building, or structures, improvements, patio covers, roofs, balconies, decks, porches, terraces, exterior steps or stairways, walls, fences, antennas, spas, swimming pools, or make any additions to, or modify any structure, or install a new roof on any structure, on any property in a residential zone in the City unless the resulting construction is found to be compatible with the neighborhood within which it is located. Excerpts from the Municipal code pertaining to this matter are found on the backside of this form.

Tract/Lot:

in the following manner:

am requesting a permit to modify my real property at (Homeowners' Name)

(Number and Street Name)

FORM MUST BE FILLED

**OUT COMPLETELY FOR** 

PERMIT APPROVAL

(Building Permit Reason)

The following shall be completed and signed by the **PROPERTY OWNERS** on either side (2), and a front or back neighbor depending upon the improvement(s) (1), prior to submittal for a City of Mission Viejo building permit:

### I,

PROPERTY OWNER	PROPERTY OWNER	PROPERTY OWNER
Print Name	Print Name	Print Name
Signature	Signature	Signature
Address	Address	Address
Daytime Phone No.	Daytime Phone No.	Daytime Phone No.
Home Phone No.	Home Phone No.	Home Phone No.
Date	Date	Date
Tract/Lot:	Tract/Lot:	Tract/Lot:

am aware of and consent to the above-described residential property improvement(s) at my neighbor's property.

#### CHAPTER 9.43 of the Mission Viejo Municipal Code ARCHITECTURAL AND DESIGN REVIEW

#### 9.43.005 PURPOSE AND INTENT

The regulations of this Chapter only apply to matters requiring a City Building Permit with the exception of amateur radio station antennas. The purpose of this Chapter is to preserve the natural scenic character of the City. Minimum standards are established relating to the siting and massing of either a new structure or a remodeled structure in an existing neighborhood to ensure, to the greatest extent practicable, that the resulting structures are compatible with the neighborhoods within which they are located. The intent of this Chapter is to regulate the development or redevelopment of each building site with respect to adjacent land, public or private, and existing structures so as to maximize visually pleasant relationships, ensure a bright, open neighborhood with a maximum of light and air, and avoid the unpleasant appearance of crowding one structure against another, or of one structure towering over another, insofar as is reasonable and practical. It is not the intent to restrict or regulate the right of an individual property owner to determine the type of structure or addition he or she may wish to place or modify on the parcel. It is the intent, however, to ensure that the new or modified structure does not impact adjacent property owners or the compatibility of structures in the neighborhood. The regulations in this Chapter are in addition to the other regulations/ordinances of the City, and, where in conflict, the more restrictive regulations shall apply.

#### 9.43.010 COMPATIBILITY IN RESIDENTIAL ZONES

No person shall construct any dwelling, accessory building, or structures, improvements, patio covers, roofs, balconies, decks, porches, terraces, exterior steps or stairways, walls, fences, antennas, spas, swimming pools, or make any additions to, or modify, any structure, or install a new roof on any structure, on any parcel in a residential zone in the City for which a building permit is required unless the resulting construction is found to be compatible with the neighborhood within which it is located. The design criteria and review processes contained in this Chapter are provided to protect and maintain the established character of all residential neighborhoods within the City.

#### 9.43.015 OBJECTIVES

In order to maintain neighborhood compatibility, any proposal for construction within a residential zone shall comply with the following objectives:

#### Natural Amenities (a)

Improvements to residential property shall respect and preserve, to the greatest extent practicable, the natural features of the land, including the existing topography and landscaping.

Neighborhood Character (b)

Proposals shall be reasonably compatible with the existing neighborhood character in terms of the scale of development of surrounding residences, particularly those within 300 feet of the proposed development parcel boundaries. While many elements can contribute to the scale of a residential structure, designs should minimize the appearance of over or excessive building substantially in excess of existing structures in the neighborhood. The square footage of the structure and the total lot coverage should reflect the uncrowded character of the City and the respective neighborhood. The height of the structures shall maintain, to the extent reasonably practicable, consistency with the height of structures on neighboring parcels. Privacy

(c)

(a)

Design proposals shall respect to the extent reasonably practicable the existing privacy of adjacent parcels by maintaining an adequate amount of separation between the proposed structure and adjacent parcels, and the design of balconies, decks, and windows should respect the existing privacy of adjacent parcels.

(d) Views

#### Designs should consider, to the extent reasonably practicable, neighbor's existing views.

9.43.020 PROCESS

The following requirements shall apply to all proposals for construction of new, or modification of, or addition to existing structures, for all residential parcels. Application

An application for Architectural Review shall be made to the Director on forms furnished by the Director and accompanied by plans showing the effect of the proposed work upon visual relationships with other parcels, existing structures, or land adjacent to or within 300 feet of the proposed work, and any other information the Director may require. The application shall be accompanied by the required fees pursuant to Chapter 9.55 (Applications and Fees).

#### Review by Homeowner Association (b)

An application, involving a parcel regulated in part by a homeowner association referred to in the Conditions, Covenants and Restrictions (CC & R's) for said parcel, shall be submitted to the architectural review committee of the homeowner association for review. In the event the homeowner

#### association does not have an active or established architectural review committee, the Director shall review the application.

#### Non-Homeowner Association Parcels (c)

An application for Architectural Review for a parcel which is located in an area which does not have a homeowner association identified in the CC&R's for said parcel shall be submitted to the Director for review.

#### Submission to Adjoining Property Owners (d)

If, in the opinion of the Director, a proposed improvement would directly impact a neighboring parcel, the applicant shall submit the application for Architectural Review to the owner of the adjoining parcel for review and comment.

**Approvals** (e)

> In the event that an architectural review committee or its designated representative, the Director, and all adjoining property owners, if any, approve of the proposed improvement and file written consent(s) thereto within 60 days of submission, the application shall be deemed approved and the proposed improvement can be submitted to plan check, if required. Failure to act on the proposed improvement within the 60 day period shall be deemed approved by the entity or person to whom the proposed improvement was submitted. The Director may grant an extension of time to an architectural review committee if good cause is shown and the request is made in writing. It shall be the responsibility of the applicant to submit to the Director written evidence showing the initial submittal date of plans to the architectural review committee and adjoining property owners.

(f) **Referral to Commission** 

> In the event that a proposed improvement is disapproved by an architectural review committee, the Director, or any adjacent property owner, the architectural review application shall be submitted to the Commission for review and determination. The Director shall set the application for public hearing and shall give notice of the time and place of the hearing pursuant to the provisions of Chapter 9.56 (Hearings and Appeals). The Commission may approve, approve with conditions, or disapprove the application and shall render its decision within 30 days after the conclusion of its hearing. The decision of the Commission shall be final unless appealed to the Council.

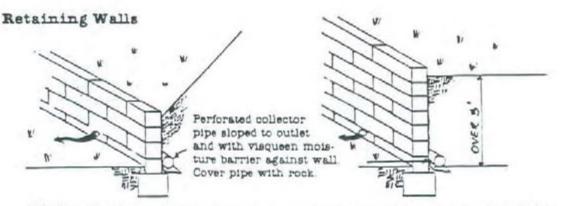
#### (g) Appeal of Decision to Council

Any interested party may, within 15 days after the decision of the Commission, appeal the decision to the Council. The appeal shall be filed with the City Clerk on a form prescribed by the Council, accompanied by payment of the fee pursuant to Chapter 9.55 (Applications and Fees), and shall include the reasons for the appeal. The City Clerk shall set the appeal for public hearing and give notice of the time and place of the hearing pursuant to the provisions of Chapter 9.56 (Hearings and Appeals). The Council may approve, approve with conditions, or disapprove the application and shall render its decision within 30 days of the conclusion of the hearing. The resolution shall contain the Council's findings. The City Clerk shall mail a copy of the resolution to the applicant and the decision of the Council shall be final.

\*\* NOTICE:

THIS IS BEING SENT TO ALL PINECREST HOMEOWNERS AS A REMINDER OF HOMEOWNER RESPONSIBILITY, AS PER THE CC&RS; ARTICLE X, SECTION 10.14.

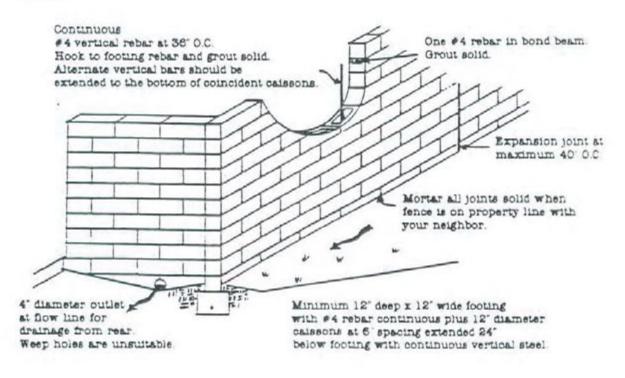
# Masonry Walls



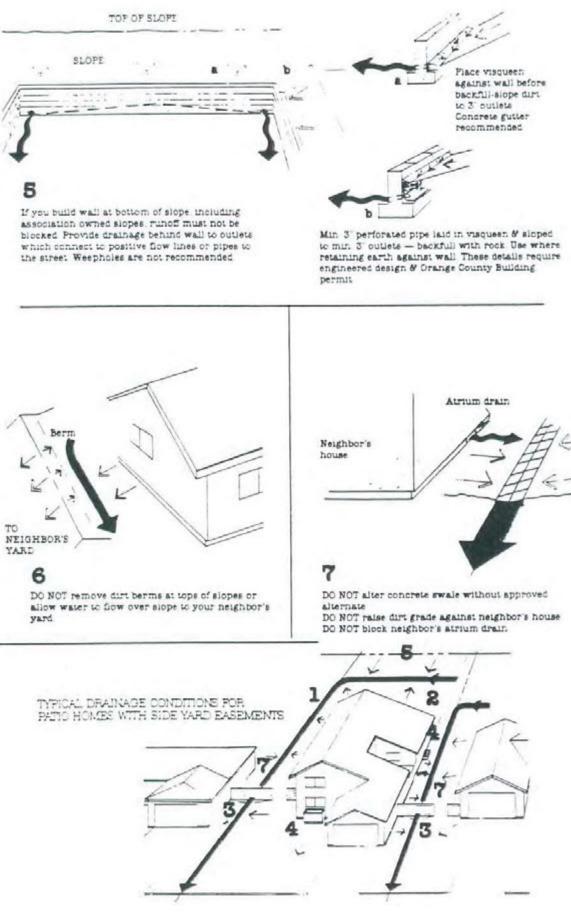
Walls which retain earth at the bottom of a slope or more than 3 feet on the level as above, require structural design by a registered civil engineer and permit and inspection by Orange County Building and Safety. Note, this design may not include the design for a drainage system but proper drainage is critical, therefore, proper design and installation of drainage improvements similar to those suggested above must be provided. Weep holes allow oversaturation of the lower level and should not be used.

## Minimum Requirements for Masonry Walls Which Do Not Retain Earth.

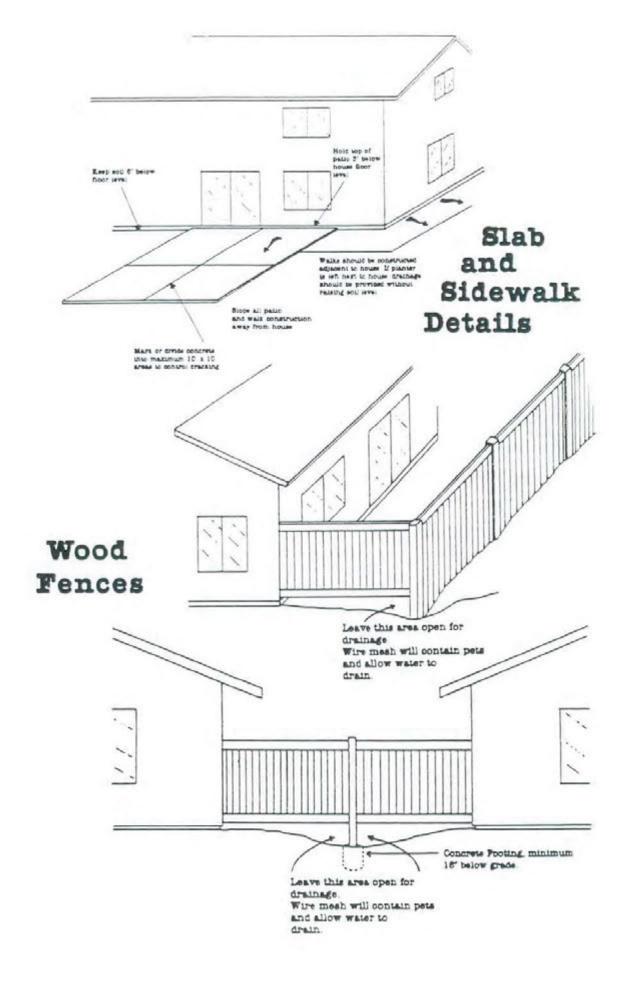
Walls which do **not** retain earth as outlined above in the Retaining Wall description should be constructed to the minimum standards outlined below.



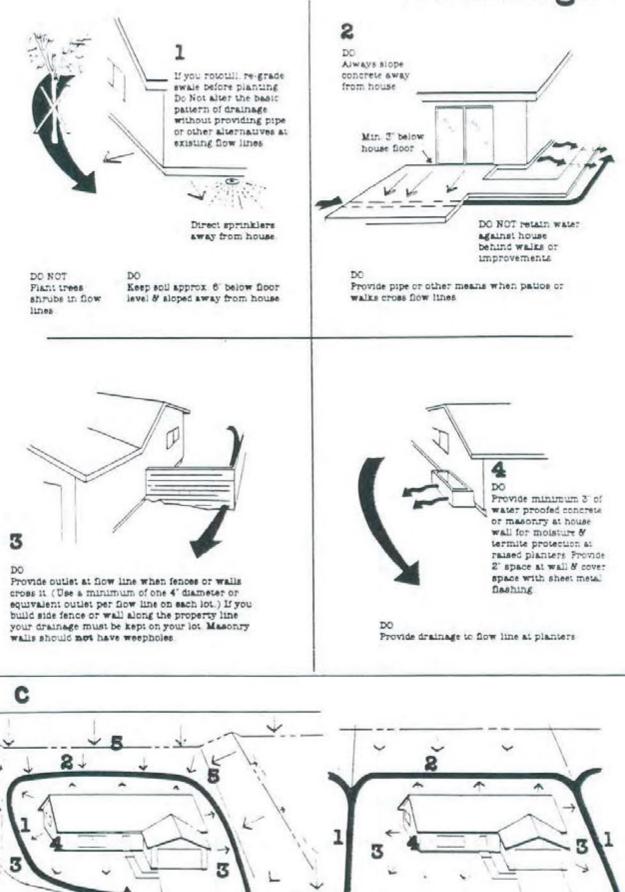
# Details



**Pinecrest Community Association** 







TYPICAL DRAINAGE CONDITIONS FOR LOTS WITH SLOPES

6

TYPICAL DRAINAGE CONDITIONS FOR LOTS WITH COMMON SWALES

### **CITY OF MISSION VIEJO BUILDING SERVICES DIVISION**

### **OWNER-BUILDER VERIFICATION**

The City of Mission Viejo which is required to give notice pursuant to section 19830, shall attach to such notice, and, as a condition precedent to issuing a building permit, requires the completion and require the return of, an OWNER-BUILDER VERIFICATION.

#### **ATTENTION PROPERTY OWNERS:**

An "OWNER-BUILDER" building permit has been applied for in your name and bearing your signature for job address Building Permit No.

Please complete and return this information at your earliest opportunity to avoid unnecessary delay in processing and issuing your building permit.

#### NO BUILDING PERMIT WILL BE ISSUED UNTIL THIS VERIFICATION IS RECEIVED.

- I personally plan to provide the major labor and materials for construction of the proposed improvement. 1.
- Yes \_\_\_\_\_ No \_\_\_\_\_ signed an application for a building permit for the proposed work. 2.
- I have contracted with the following person / firm to provide the proposed construction. 3
  - Name

- Address \_\_\_\_\_ Zip I plan to provide portions of the work, but I have hired the following person to coordinate, supervise and 4. provide the major work.
- Name
   Zip

   Address
   Zip

   Phone
   Contractor's Class & license #
- I will provide some of the work but I have contracted (hired) the following persons to provide the work. 5.

NAME	ADDRESS	PHONE	TYPE OF WORK

I have reviewed building permit number \_\_\_\_\_\_, and have determined that the improving 6. structures and/or appurtenances described therein may be constructed by my tenant pursuant to his/her lease.

I hereby affirm that I have received a copy of the information set forth in Section 19830 of the State of Calofornia Health and Safety Code and have completed the above information to the best of my personal knowledge, in compliance with this State law.

Signature of Applicant or Agent

Date

Print Applicant's or Agents Name

C.D.L.# or S.S.#

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#### CITY OF MISSION VIEJO BUILDING DEPARTMENT

#### Section 19830 of the State of California Health and Safety Code

Dear Property Owner:

An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified.

For your protection you should be aware that as "owner builder" you are the responsible party of record on such a permit. Building permits are not required to be signed by property owners unless they are personally performing their own work. If your work is being performed by someone other than yourself, you may protect yourself from possible liability if that person applies for the proper permit in his or her name.

Contractors are required by law to be licensed and bonded by the State of California and to have a business license from the city or county. They are also required by law to put their license number on all permits for which they apply.

If you plan to do your own work, with the exception of various trades that you plan to subcontract, you should be aware of the following information for your benefit and protection.

- If you employ or otherwise engage any persons other than your immediate family, and the work (including materials and other costs) is \$200.00 or more for the entire project, and such persons are not licensed as contractors or subcontractors, then you may be an employer.
- If you are an employer, you must register with the state and federal government as an employer and you
  are subject to several obligations including state and federal income tax withholding, federal social security
  taxes, workers' compensation insurance, disability insurance costs, and unemployment compensation
  contributions.
- There may be financial risks for you if you do not carry out these obligations, and these risks are especially serious with respect to workers' compensation insurance.
- For more specific information about your obligations under federal law, contact the internal Revenue Service (and, if you wish, the U.S. Small Business Administration). For more specific information about your obligations under state law, contact the Department of Benefit Payments and the Division of Industrial Accidents.
- If the structure is intended for sale, property owners who are not licensed contractors are allowed to perform their work personally or through their own employees, without a licensed contractor or subcontractor, only under limited conditions.
- A frequent practice of unlicensed persons professing to be contractors is to secure and "owner builder" building permit, erroneously implying that the property owner is providing his or her own labor and material personally. Building permits are not required to be signed by property owners unless they are performing their own work personally.
- Information about licensed contractors may be obtained by contacting the Contractor's State License Board in your community or at P.O. Box 26000, Sacramento, California, 95826.
- Please sign the owner-builder verification form so that we can confirm that you are aware of these matters. The building permit will not be issued until the verification is returned.

Very truly yours, City of Mission Viejo Building and Safety Department

### CONTRACTOR INFORMATION FORM

HOMEOWNER	ASSOCIATION	
ADDRESS		
PHONE NUMBER	FAX NUMBER	
NAME OF CONTRACTOR		
ADDRESS OF CONTRACTOR		
PHONE NUMBER	FAX NUMBER	
CSLB LICENSE #		
ADDRESS OF CONTRACTOR		
CSLB LICENSE #	CONTACT PERSON	
NAME OF CONTRACTOR		
ADDRESS OF CONTRACTOR		
PHONE NUMBER	FAX NUMBER	
CSLB LICENSE #	CONTACT PERSON	
		Use Additional Sheets If Necessary.

# Pinecrest Approved Schemes

Scheme One: (Saddleback & Pinecrest)

- 1. DE 6199 Pale Beach Stucco
- 2. DE 6193 Bamboo Screen Siding, Garage Door
- 3. DE 6230 Center Ridge Fascia, Trim, Front Door (Option 1)
- 4. DEA 187 Black Front Door (Option 2)

#### Scheme Two: (Saddleback & Pinecrest)

- 1. DE 6178 Boutique Beige Stucco
- 2. DE 6144 Graham Cracker Siding, Garage Door
- 3. DE 6118 Sandpit Fascia, Trim, Front Door (Option 1)
- 4. DE 6021 Outer Boundary Front Door (Option 2)

Scheme Three: (Saddleback & Pinecrest)

- 1. DEW 382 Faded Gray Stucco
- 2. DEC 795 Gray Pearl Siding, Garage Door
- 3. DE 6376 Looking Glass Fascia, Trim (Option 1)
- 4. DEW 380 White Fascia, Trim (Option 2)
- 5. DE 5874 Deep Reservoir Front Door (Option 1)
- 6. DEA 102 Crimson Strawberry Front Door (Option 2)

Scheme Four: (Saddleback & Pinecrest)

- 1. DE 6123 Trail Dust- Stucco
- 2. DE 6124 Whole Wheat Siding
- 3. DEA 159 Rich Mocha Fascia, Trim, Front Door (Option 1)
- 4. DEW 329 Wax Wing Fascia, Trim, Front Door (Option 2)

#### Scheme Five: (Saddleback & Pinecrest)

- 1. DEC 745 Chaparral Stucco
- 2. DE 6124 Whole Wheat Siding, Garage Door
- 3. DE 6230 Center Ridge Fascia, Trim, Front Door (Option 1)
- 4. DEW 324 Phoenix Villa Fascia, Trim, Front Door (Option 2)

#### Scheme Six: (Saddleback & Pinecrest)

- 1. DE 6206 Desert Suede Stucco, Front Door
- 2. DEC 750 Bison Beige Siding
- 3. DEA 161 Wild Mustang Fascia, Trim, Front Door (Option 1)
- 4. DE 6021 Outer Boundary Front Door (Option 2)

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#### Scheme Seven: (Saddleback & Pinecrest)

- 1. DEC 724 Spanish White Stucco
- 2. DEC 725 Weathered Coral Siding, Garage Door, Front Door (Option 1)
- 3. DEC 729 Medallion Fascia, Trim (Option 1)
- 4. DE 6169 Milk Mustache Fascia, Trim, Front Door (Option 2)

#### Scheme Eight: (Saddleback & Pinecrest)

- 1. DE 6214 Pigeon Gray Stucco
- 2. DEC 750 Bison Beige Siding
- 3. DEC 752 Birchwood Fascia, Trim, Garage Door (Option 1)
- 4. DEW 329 Wax Wing Fascia, Trim, Garage Door (Option 2)
- 5. DEW 329 Wax Wing Front Door (Option 1)
- 6. DE 5874 Deep Reservoir Front Door (Option 2)

#### Scheme Nine: (Saddleback & Pinecrest)

- 1. DE 6206 Desert Suede Stucco
- 2. DEC 750 Bison Beige Siding, Garage Door
- 3. DEC 741 Bone White Fascia, Trim
- 4. DE 6320 Pike Lake Front Door (Option 1)
- 5. DE 6014 Dark Chocolate Front Door (Option 2)

#### Scheme Ten: (Saddleback & Pinecrest)

- 1. DE 6215 Wooden Peg Siding
- 2. DEC 767 Riverbed Stucco, Garage Door
- 3. DEW 324 Phoenix Villa Fascia, Trim
- 4. DE 6245 Aged Jade Front Door

#### Scheme Eleven: (Ventana Homes)

- 1. DEC 752 Birchwood Stucco
- 2. DE 6170 Rice Bowl Fascia, Trim, Garage Door, Front Door (Option 1)
- 3. DE 6123 Trail Dust Fascia, Trim, Garage Door (Option 2)
- 4. DEA 182 Encore Teal Front Door (Option 2)

#### Scheme Twelve: (Ventana Homes)

- 1. DE 6200 Handwoven Stucco
- 2. DEW 329 Wax Wing Fascia, Trim, Garage Door (Option 1)
- 3. DE 6178 Boutique Beige Fascia, Trim, Garage Door (Option 2)
- 4. DEW 342 Baby's Breath Front Door (Option 1)
- 5. DEA 183 Dark Shadows Front Door (Option 2)

#### Scheme Thirteen: (Ventana Homes)

- 1. DEC 743 High Noon Stucco
- 2. DE 6117 Colorado Trail Fascia, Trim, Garage Door (Option 1)
- 3. DEW 328 Pearl White Fascia, Trim, Garage Door (Option 2)
- 4. DEA 183 Dark Shadows Front Door

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#### Scheme Fourteen: (Ventana Homes)

- 1. DE 6206 Desert Suede Stucco
- 2. DEW 329 Wax Wing Fascia, Trim, Garage Door (Option 1)
- 3. DE 6208 Tuscan Mosaic Fascia, Trim, Garage Door (Option 2)
- 4. DEW 342 Baby's Breath Front Door (Option 1)
- 5. DE 6028 Dark Ruby Front Door (Option 2)

#### Scheme Fifteen: (Ventana Homes)

- 1. DEC 752 Birchwood Stucco
- 2. DEW 342 Baby's Breath Fascia, Trim, Garage Door (Option 1)
- 3. DEC 750 Bison Beige Fascia, Trim, Garage Door (Option 2)
- 4. DEA 183 Dark Shadows Front Door (Option 1)
- 5. DE 6028 Dark Ruby Front Door (Option 2)

#### Scheme Sixteen: (Ventana Homes)

- 1. DE 6206 Desert Suede Stucco
- 2. DE 6207 Egyptian Sand Fascia, Trim, Garage Door (Option 1)
- 3. DE 6169 Milk Mustache Fascia, Trim, Garage Door (Option 2)
- 4. DE 6231 Shaker Gray Front Door (Option 1)
- 5. DE 6336 Stargazing Front Door (Option 2)

#### Scheme Seventeen: (Ventana Homes)

- 1. DE 6184 Sailcloth Stucco
- 2. DE 6111 S'mores Fascia, Trim, Garage Door
- 3. DE 6035 Lynx Front Door

#### Scheme Eighteen: (Ventana Homes)

- 1. DE 6124 Whole Wheat Stucco
- 2. DEW 341 Swiss Coffee Fascia, Trim, Garage Door
- 3. DE 6245 Aged Jade Front Door (Option 1)
- 4. DE 5364 Coffee Cream Front Door (Option 2)
- 5. DE 6084 Roxy Brown Front Door (Option 3)

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# PINECREST

## COLOR INDEX

#### SCHEME 1 (SADDLEBACK & PINECREST)

STUCCO - HC-45 SHAKER BEIGE SIDING / GARAGE DOOR - HC-25 OUINCY TAN FASCIA / TRIM / FRONT DOOR (OPTION 1) - 8470 FAIR FIELDSTONE FRONT DOOR (OPTION 2) - 05 BLACK

#### SCHEME 2 (SADDLEBACK & PINECREST)

STUCCO - 8513 PALE PORTABELLA SIDING / GARAGE DOOR - 8528 VICTORIAN GOLD FASCIA / TRIM / FRONT DOOR (OPTION 1) - 8574 BURNISHED CARMEL FRONT DOOR (OPTION 2) 27 MERLOT

#### SCHEME 3 (SADDLEBACK & PINECREST)

STUCCO 8300 SNOWFLAKE CONFETTI SIDING / GARAGE DOOR - 8297 PLATINUM PLATE FASCIA / TRIM (OPTION 1) - 8295 CAST IN STONE FASCIA / TRIM (OPTION 2) - 00 WHITE FRONT DOOR - 89 COPPENHAGEN or AC123 AMERICAN ROSE

#### SCHEME 4 (SADDLEBACK & PINECREST)

STUCCO - 8552 SWISS CREAM SIDING - 8551 POCAHANTAS FASCIA / TRIM / FRONT DOOR (OPTION 1) - 8645 BISTRO BROWN FASCIA / TRIM / FRONT DOOR (OPTION 2) - 33 OFF WHITE

#### SCHEME 5 (SADDLEBACK & PINECREST)

STUCCO - HC 39 PLANTINUM IVORY SIDING / GARAGE DOOR – 87 WOODSMOKE FASCIA / TRIM / FRONT DOOR (OPTION 1) - HC-100 GLOUCESTER SAGE FASCIA / TRIM / FRONT DOOR (OPTION 2) - 23 SWISS COFFEE

#### SCHEME 6 (SADDLEBACK & PINECREST)

STUCCO / FRONT DOOR (OPTION 1) - 8458 SAIL CLOTH SIDING – 8455 TROPICAL TAN FASCIA / TRIM / FRONT DOOR (OPTION 2) - 66 SPANISH BROWN FRONT DOOR (OPTION 2) - 27 MERLOT

e intended to approximate the colors specified. No warranty is intended or implied. Approval of the final colors is the

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## PINECREST

## COLOR INDEX

#### SCHEME 7 (SADDLEBACK & PINECREST)

STUCCO - 8523 AGED PARCHMENT SIDING / GARAGE DOOR / FRONT DOOR (OPTION 1) - 8522 SKIN LIGHT FASCIA / TRIM (OPTION 1) - 8527 GOLD PROMISE) FASCIA / TRIM / FRONT DOOR (OPTION 2) – 32 SHELL WHITE

#### SCHEME 8 (SADDLEBACK & PINECREST)

STUCCO – 87 WOODSMOKE SIDING – 895 DRY MOSS FASCIA / TRIM / GARAGE DOOR (OPTION 1) – 8457 BAMBOO BEACH FASCIA / TRIM / GARAGE DOOR (OPTION 2) / FRONT DOOR (OPTION 1) - 33 OFF WHITE FRONT DOOR (OPTION 2) 89 COPPENHAGEN

#### SCHEME 9 (SADDLEBACK & PINECREST)

STUCCO – 8497 BAJA BEACH SIDING / GARAGE DOOR - 8455 TROPICAL TAN FASCIA / TRIM - 59 BONE WHITE FRONT DOOR - HC-160 KNOXVILLE GRAY or 84 BURGUNDY

#### SCHEME 10 (SADDLEBACK & PINECREST)

SIDING – HC-77 ALEXANDRIA STUCCO / GARAGE DOOR – HC-80 BLEEKER BEIGE FASCIA / TRIM – 23 SWISS COFFEE FRONT DOOR - 2141-30 ARMY GREEN

#### SCHEME 11 (VENTANA HOMES)

STUCCO – 8457 BAMBOO BEACH FASCIA / TRIM / GARAGE DOOR / FRONT DOOR (OPTION 1) - OW 135 DUBAI SAND FASCIA / TRIM / GARAGE DOOR (OPTION 2) - 8552 SWISS CREAM FRONT DOOR (OPTION 2) – AC 150 SOPHISTICATED TEAL

#### **SCHEME 12 (VENTANA HOMES)**

STUCCO - HC-21 HUNTINGTON BEIGE FASCIA / TRIM / GARAGE DOOR (OPTION 1) - 33 OFF WHITE FASCIA / TRIM / GARAGE DOOR (OPTION 2) – HC-26 MONROE BISQUE FRONT DOOR - 37 WHITE SHADOW or HC 157 NARRAGANSETT GREEN

Page 2 of 3

d to approximate the colors specified. No warranty is intended or implied. Approval of the final colors is the responsibility of the building owner or owner's ager

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2011-2016 Approved Paint Schemes

## PINECREST

### COLOR INDEX

#### **SCHEME 13 (VENTANA HOMES)**

STUCCO - 81 SEPIA FASCIA / TRIM / GARAGE DOOR (OPTION 1) - 82 RIVER ROCK FASCIA / TRIM / GARAGE DOOR (OPTION 2) - 8532 GOLDEN PASTEL FRONT DOOR - HC 157 NARRAGANSETT GREEN

#### SCHEME 14 (VENTANA HOMES)

STUCCO - 8497 BAJA BEACH FASCIA / TRIM / GARAGE DOOR (OPTION 1) - 33 OFF WHITE FASCIA / TRIM / GARAGE DOOR (OPTION 2) - 8494 AFRICAN PLAIN FRONT DOOR - 37 WHITE SHADOW or 351 RAISIN

#### SCHEME 15 (VENTANA HOMES)

STUCCO – 51 VISTA TAN FASCIA / TRIM / GARAGE DOOR (OPTION 1) - 37 WHITE SHADOW FASCIA / TRIM / GARAGE DOOR (OPTION 2) - 8760 OLD ENGLISH CASTLE FRONT DOOR - HC 157 NARRAGANSETT GREEN or 351RAISIN

#### SCHEME 16 (VENTANA HOMES)

STUCCO - 8497 BAJA BEACH FASCIA / TRIM / GARAGE DOOR (OPTION 1) - 8496 WESTOVER HILLS FASCIA / TRIM / GARAGE DOOR (OPTION 2) - 8500 CAMPIEBELLO FRONT DOOR - 8461 STONEWALL or 90 MIDNIGHT

#### **SCHEME 17 (VENTANA HOMES)**

STUCCO - 60 INDIAN WHITE FASCIA / TRIM / GARAGE DOOR - 8575 BENETELLO FRONT DOOR - 8741 DAME MARGARET

#### **SCHEME 18 (VENTANA HOMES)**

STUCCO – 8551 POCAHANTS FASCIA / TRIM / GARAGE DOOR - 23 SWISS COFFEE FRONT DOOR - 47 OLIVE BRANCH or 20 BLUSH or 8597SOUL OF THE EARTH

led to approximate the colors specified. No warranty is intended or implied. Approval of the final colors is the responsibility of the building owner or owner's agent



## Designated Locations for the Posting of Association Documents

