

Private Cul-de-Sacs in LCPOA

Presented by

Anne Rawlinson, Esq., Whitney Petchul

This presentation explains why the following statements are true:

- LCPOA does not have a legal obligation to construct or maintain any roadways not depicted on the original 1969 parcel maps.
- LCPOA does not have a legal obligation to construct and maintain new roadways for the benefit of individual property owners, including those who subdivide their property.

What is a private cul-de-sac in LCPOA?

- A road created by a private property owner when a lot is subdivided.
- Not one of the 22 roads created by the LCPOA developer on the original 1969 tract maps.

Governing Documents

All definitions of “Map” in the CC&Rs refer specifically to these maps, all recorded in 1969:

- Parcel map 13-1 (Book 1, pages 66-75)
- Parcel map 13-2 (Book 1, pages 76-94)
- Parcel map 13-3 (Book 2, pages 1-18)
- Parcel map 9936 (Book 54, page 59)
- Book 54 of Records of Survey, page 59

All statements about streets and roads in the CC&Rs refer only to the roads on these five maps.

- No reference to new roads created in the future.

Governing Documents

- Articles of Incorporation: Association was formed for the purpose of “maintenance, repair and upkeep of the private roads...”
- CC&Rs Article VI, Section (b): Association shall “provide for the maintenance, repair and upkeep of the private roads...”

LCPOA's current and two prior law firms and the judge in a recent legal case determined that “the private roads” refers only to roads on the 1969 maps.

DEC 23 2020

A. Alvarado



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

LA CRESTA PROPERTY OWNERS
ASSOCIATION, a California non-profit mutual
benefit corporation,

Plaintiff,

v.

JSB LA CRESTA GROUP, A Nevada Limited
Liability Company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: MCC1800519

*Assigned for All Purposes to the Honorable
Judge Raquel A. Marquez, Department S303*

**ORDER GRANTING LA CRESTA
PROPERTY OWNERS ASSOCIATION'S
MOTION FOR SUMMARY
ADJUDICATION ON JSB LA CRESTA'S
CROSS-COMPLAINT**

Hearing Info.:

Date: September 30, 2020

Time: 8:30 A.M.

Department S303

Complaint Filed: May 10, 2018

Cross-Complaint Filed: July 25, 2019

Trial Date: July 2, 2021

AND RELATED CROSS-ACTION.

Cross-Defendant, LA CRESTA PROPERTY OWNERS ASSOCIATION'S (hereinafter, the "Association," or "La Cresta.") Motion for Summary Adjudication came on for hearing on September 30, 2020, at 8:30 A.M., telephonically in Department S303, Honorable Judge Raquel A. Marquez presiding. Constance Trinh of Whitney | Petchul appeared on behalf of Plaintiff and Cross-Defendant La Cresta Property Owners Association. Steven Kirby of Kirbys Law appeared on behalf of Defendant and Cross-Complainant JSB LA CRESTA.

1 After full consideration of the evidence, moving papers, declarations, and arguments submitted
2 by counsel, the Court **GRANTED** La Cresta's Motion for Summary Adjudication on the Cross-
3 Complaint with respect to JSB's First Cause of Action for Breach of Governing Documents; Third
4 Cause of Action for Declaratory Relief; Fourth, Cause of Action for Breach of the Implied Covenant
5 of Good Faith and Fair Dealing; and Fifth Cause of Action for Breach of County of Riverside
6 Resolution No. 2004-042. The Court's determination with respect to the First, Third, Fourth, and Fifth
7 Causes of Action is based upon the following:

- 8 1. The Association's Master Declaration of Covenants, Conditions and Restrictions, and
9 Reservation of Easements ("CC&Rs") and Bylaws do not obligate the Association to
10 construct or maintain any new roadways that were not depicted on the Parcel Maps at
11 the original development of the La Cresta community.
- 12 2. The Association's CC&Rs and Bylaws do not require that the Association construct
13 and maintain new roadways for the benefit of individual property owners, including
14 those who decide to subdivide their property, as opposed to the needs and benefits of
15 the Association as a whole.
- 16 3. The Association historically, for the past fifty (50) years, has not assumed the
17 responsibility to construct or maintain new roadways, and has required for property
18 owners to construct and maintain new roadways for their own use.

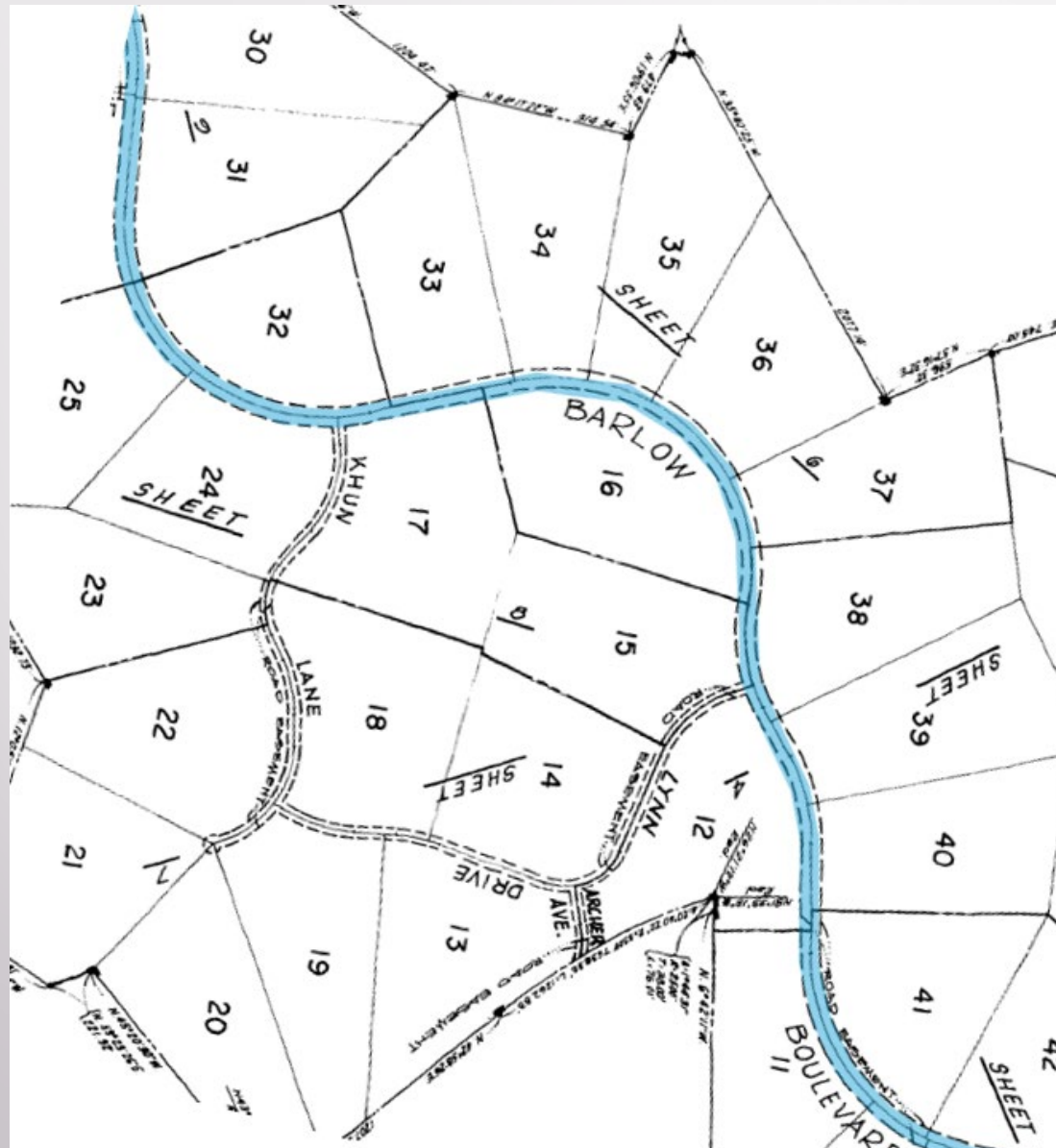
19 **IT IS SO ORDERED.**

20
21 DATED: 12/23/2020

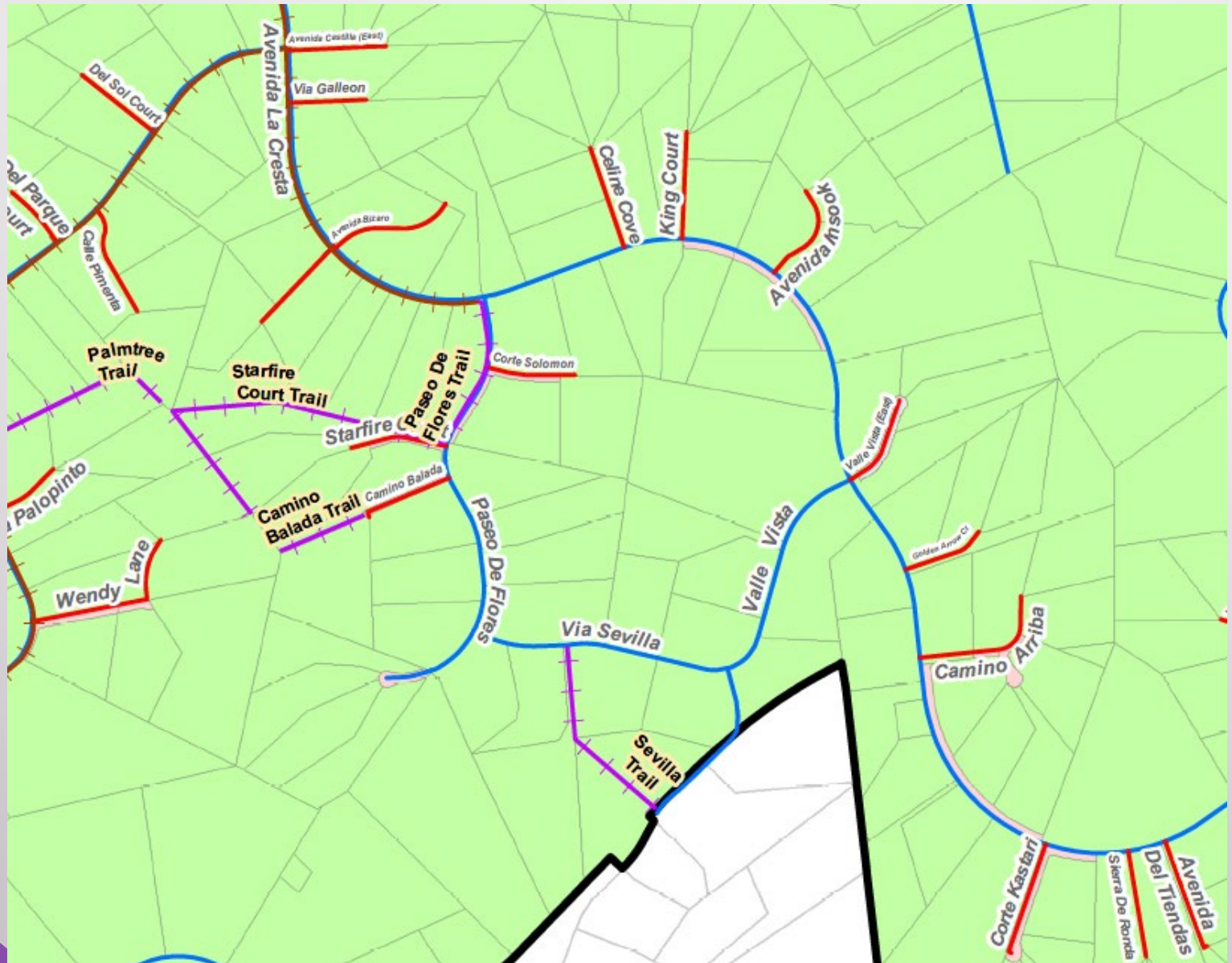
22 By: 

Hon. Raquel A. Marquez

Example: Avenida La Cresta on 1969 Parcel Map 13-1



Example: Avenida La Cresta now (cul-de-sacs in red)



Roads on original 1969 tract maps

These are the only roads LCPOA maintains.

Avenida Bonita

Avenida Castilla

Avenida De Arboles

Avenida La Cresta

Calle Centro

Calle De Companero

Calle De Lobo

Calle De Suenos

Paseo Chaparro

Paseo De Flores

Paseo Montana

Valle Vista

Via Baya

Via Caballos

Via Entrada

Via Huerta

Via Majorca

Via Sevilla

Via Sereno

Via Vista Grande

Vista De Montanas

Vista Del Bosque

What would be legally required before LCPOA could construct and maintain private cul-de-sacs?

1. Ownership of or a maintenance easement over the cul-de-sac.

Neither is true for any cul-de-sac.

2. Maintenance obligation stated in the CC&Rs.

No such obligation exists, according to LCPOA's current and two prior law firms and the judge in a recent legal case.

What is an Easement?

A right granted to a person (including a business entity) or group of people to use or enter someone else's property for a specific purpose.

Easements: General Principles

- In general, only the property owner can grant an easement.
- No one can be forced to hold an easement.
- Easements are only for the purpose and in the location stated in the creating document.

Easements in the LCPOA Context

- Road easements were established by the original developer when it still owned all property.
- Only current property owners can grant easements on their lots.
- LCPOA cannot be forced to accept an easement.

LCPOA Subdivision History

- Created in 1969 with large lots and 22 original roads.
- Roads had access easements for residents and maintenance easements for LCPOA.
- Subdivided later by individual owners into 80+ private cul-de-sacs.
- LCPOA was not involved in subdivisions or granted maintenance easements over cul-de-sacs connecting new lots.

Cul-de-Sacs and Maintenance

LCPOA has never:

- Accepted easements on private cul-de-sacs.
- Created or maintained private cul-de-sacs.
- Collected assessments to create or maintain private cul-de-sacs.

LCPOA's enforcement authority over cul-de-sacs is limited to architectural standards.

2004 Riverside County Action

- Resolution 2004-042 removed *public access* easements only.
- LCPOA road maintenance easements from 1969 remain unchanged.
- No new easements were created for LCPOA on private cul-de-sacs.

Summary

- LCPOA only maintains the 22 roads on the original 1969 maps.
- Private cul-de-sac creation, maintenance, and legal matters are the sole responsibility of underlying and adjacent property owners.