



OUTDOOR RESORT PALM SPRINGS

69411 Ramon Rd ~ Cathedral City, CA 92234 ~ 760-328-3834 (p) ~760-328-7852 (f)

May 15, 2015

Dear Owners,

On March 9, 2015 the Board of Directors adopted its annual operating, capital and reserve budgets for the fiscal year 2016 beginning July 1, 2015 and concluding June 30, 2016. The combined budgets show an assessment of \$367 per lot per month which results in a dues increase of \$3 per unit per month.

The operating budget increased by \$1 per unit per month from \$283 to \$284. The capital fund which was created by the Board to establish a fund to acquire new assets that do not qualify as reserve fund expenditures was decreased. With no capital projects scheduled, per policy, the current contribution of \$1 per unit per month was eliminated. Therefore, there will be no contribution to the capital fund in the upcoming fiscal year. The reserve fund, is scheduled to be \$83 per lot per month for the 2016 fiscal year. This fund is a statutory requirement to renovate or repair common area elements as they age and wear out. This increases the reserve contribution by \$3, which is in line with the adopted board policy to increase the reserve contribution every year by \$3 until the reserves reach 70 % funded.

Included in this packet is more detailed information on the operating budget and the reserve disclosure. These informational sheets will better outline how the operating and reserve assessments are spent. In addition, there are other attachments in the packet, many of which are statutory dealing with collection policies, dispute resolution, insurance, etc. There are also information sheets regarding things like resort events, lot maintenance, payment information for dues and an email opt in form. To receive notifications and documents via email, the Association must have the email opt in form signed by the owner and have it on file in the office. If you would like to be a part of this program, please follow the instructions on the form and return to Sandra Yescas in Owners Services.

Respectfully,

Clint Atherton
General Manager



OUTDOOR RESORT PALM SPRINGS

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May 15, 2015

Dear Owners,

Many of you have bid farewell for the summer while others that live close by come and go enjoying the desert heat. It is my wish that you travel safe and have good times with family and friends until we meet again in the fall at ORPS.

Several summer projects are in the works which include a new bridge at the eighteenth hole, lake liner replacement, ES restrooms and the repair and replacement of stamped concrete around the front entry and clubhouse porticos. This work along with usual routine summer maintenance items will keep our capable staff busy even during our off season.

As we wind down our fiscal year we find our finances in acceptable condition taking us to a near break even position. Through the summer your Board will be working on various projects. The most important, a review of our governing documents, CC&R's and rules and policies, where we plan to make recommendations in the fall to the Owners on changes that should be considered. We'll be getting lots of information out to everyone as we proceed.

Also we're working on added dog run options, improved marketing program for ORPS, how to increase Owners' "value" to own vs rent and considering how to accommodate new amenities. These are just a few of the many items that your Board is exploring.

Water conservation issues will be forcing it's way into our management and finances, making it an unknown commodity in the matrix of our Board responsibilities. This appears to be getting quite serious. We'll stay on top of it and respond as required.

Please have a great summer... Time will fly, and before we know it, we'll all be headed for ORPS once again for rest and relaxation in one of Americas finest RV Resort!

Allen Gayken, President
Board of Directors
Outdoor Resort Palm Springs

OUTDOOR RESORT PALM SPRINGS OWNERS ASSOCIATION OPERATING BUDGET

FISCAL YEAR JULY 1, 2015 --- JUNE 30, 2016

		<i>Fees for 2015-'16</i>		
<u>REVENUES:</u>	<u>2015-2016</u>	<u>Rate</u>	<u>Change</u>	
Regular Assessments	4,133,904	\$ 284.00	\$ 1.00	
<i>(Not including reserve and capital component portions of regular assessments)</i>				
Administrative Income	14,852			
Rental & Other Income	46,111			
Front Office Rental Income	165,471			
Activities Income	140,090			
Oracle Income	-			
Bar Income	42,500			
Convenience Store	127,097			
Golf	70,315			
Laundry	81,920			
TOTAL REVENUES	\$ 4,822,260			
<u>EXPENSES:</u>				
Administration	739,361			
Front Office Rental Expense	132,581			
Oracle	9,850			
Security	337,032			
Mailroom	33,096			
Activities	264,414			
Bar	36,779			
Convenience Store	124,014			
Golf	29,668			
Facilities	204,863			
Grounds Maintenance	1,290,049			
Vehicle Maintenance	96,370			
General Maintenance	660,545			
Utilities	878,638			
Contingency	15,000			
<i>Additional Cash Flow</i>	<i>(30,000)</i>			
TOTAL EXPENSES	\$ 4,822,260			
<u>RESERVE & CAPITAL FUNDS:</u>				
Reserve Component of Regular Assessments	\$ 1,208,148	\$ 83.00	\$ 3.00	
Capital Component of Regular Assessments	\$ -	\$ -	\$ (1.00)	
TOTAL RESERVE & CAPITAL COMPONENT OF REGULAR ASSESSMENTS	\$ 1,208,148			
GRAND TOTAL OPERATING EXPENSES, RESERVE AND CAPITAL FUNDS	\$ 6,030,408			
TOTAL REGULAR ASSESSMENT		\$ 367.00	\$ -	*

* Pursuant to the Association's CC&Rs as well as Civil Code §5605(b) the Association may increase regular assessments up to 20% without membership approval over last year's regular assessments. There is no change reflected in this fiscal year's budget.

NOTICE: Pursuant to the provisions of California Civil Code Section 5300, a copy of the Operating and Reserve Budgets for 2014-2015 are available in the Association office and will be provided to owners at Association Expense

Reserve Summary

(As required by California Civil Code Section 5565)

OUTDOOR RESORT-PALM SPRINGS OWNERS ASSOCIATION

SCT Reserve Consultants, Inc. is pleased to provide this Level II Reserve Study (Site Visit Update Report). In order to comply with the California Civil Code, specifically the Davis-Stirling Common Interest Development Act, Section 5565, we are providing the following information to the Homeowners within the OUTDOOR RESORT-PALM SPRINGS OWNERS ASSOCIATION.

The following study has been prepared with several assumed factors taken into account: a 3.00% inflation rate; a 1.00% return on investment (interest earned); a 3.00% tax rate on interest earned from the reserve account(s); an estimated remaining life of each reserve component; and an estimated current replacement cost of each reserve component.

As of June 30, 2015, the estimated ending reserve fund balance is \$1,726,090 and the estimated current replacement cost is \$9,939,554 for the portfolio of reserve components. The projected future replacement cost of the portfolio is \$13,026,045, calculated at an annually compounded inflation rate of 3.00%. The Association's level of funding which is based upon the estimated ending reserve fund balance divided by the reserve components' fully funded amount is 31.18%. This is referred to as Percent Funded. The Association would be 100.00% funded if there were \$5,536,027.00 in the reserve fund.

The current deficiency (or surplus if the number is in parenthesis) in reserve funding expressed on a per unit basis is \$3,140.92. This is calculated by subtracting the ending balance (\$1,726,090) from the 100% funded figure (\$5,536,027.00), then divided by the number of ownership interests (1213). There is currently no requirement to be fully funded.

Our original analysis of the cash flow for this association indicated future inadequate funding if there were no annual increases to the Reserves. It is our understanding the Board of Directors will allocate a total of \$100,679 starting in 2016 (\$83.00 per unit per month for each of the 1213 ownership interests) per month towards the reserve fund. To offset the future cash shortfall we recommend and have included increases of 3.61% starting in 2017 for 1 year, 3.49% starting in 2018 for 1 year, 3.37% starting in 2019 for 1 year, 3.26% starting in 2020 for 1 year, 3.16% starting in 2021 for 1 year, 3.06% starting in 2022 for 1 year, 2.97% starting in 2023 for 1 year, 2.89% starting in 2024 for 1 year and 1.14% starting in 2025 for 1 year. The increase is scheduled to take effect in the year 2017. The Board of Directors may change the amount; however, it will impact the level of funding on reserves. These numbers, by themselves, are not a clear indicator of financial strength and could indicate underfunding, overfunding, or adequate funding.

The following table represents additionally required information pursuant to the Davis-Stirling Common Interest Development Act, Section 5565.

Fiscal Year: July 1, 2015 through June 30, 2016

Location	Estimated Useful Life	Estimated Remaining Useful Life	Estimated Current Replacement Cost	Fund Balance on Jul 01, 2015	Estimated Reserve Allocation	Uniquely Sourced Revenue	Estimated Interest
A Other	0 to 50	0 to 7	\$340,569	\$204,819	\$143,359.96	\$0.00	\$1,739.15
Administration	1 to 40	0 to 17	\$145,614	\$31,240	\$21,865.68	\$0.00	\$265.26
CH-El Saguaro	5 to 40	0 to 32	\$1,283,562	\$197,778	\$138,431.53	\$0.00	\$1,679.36
CH-La Palma	5 to 40	0 to 23	\$1,515,653	\$208,764	\$146,120.67	\$0.00	\$1,772.64
Golf Course	1 to 40	0 to 24	\$2,398,847	\$377,583	\$264,283.00	\$0.00	\$3,206.11
Laundry	8 to 20	0 to 19	\$64,015	\$14,587	\$10,209.89	\$0.00	\$123.86
Maintenance	7 to 25	1 to 14	\$384,591	\$69,487	\$48,636.60	\$0.00	\$590.03
Sat (A)	5 to 40	0 to 23	\$211,989	\$19,242	\$13,468.19	\$0.00	\$163.39
Sat (all 6)	12 to 12	9 to 9	\$4,200	\$306	\$214.03	\$0.00	\$2.60



Reserve Summary

(As required by California Civil Code Section 5565)

OUTDOOR RESORT-PALM SPRINGS OWNERS ASSOCIATION

Location	Estimated Useful Life	Estimated Remaining Useful Life	Estimated Current Replacement Cost	Fund Balance on Jul 01, 2015	Estimated Reserve Allocation	Uniquely Sourced Revenue	Estimated Interest
Sat (B)	5 to 40	0 to 23	\$192,296	\$22,095	\$15,464.95	\$0.00	\$187.61
Sat (C)	5 to 40	0 to 19	\$193,099	\$23,863	\$16,702.85	\$0.00	\$202.63
Sat (D)	5 to 40	0 to 23	\$196,978	\$22,163	\$15,512.93	\$0.00	\$188.19
Sat (E)	5 to 40	0 to 23	\$198,298	\$20,733	\$14,511.38	\$0.00	\$176.04
Sat (F)	5 to 40	0 to 19	\$209,459	\$24,884	\$17,417.31	\$0.00	\$211.30
Shack, Golf	10 to 40	1 to 10	\$9,013	\$1,659	\$1,161.33	\$0.00	\$14.09
Shack, Guard	5 to 40	0 to 26	\$64,127	\$18,435	\$12,903.42	\$0.00	\$156.54
Streets	5 to 25	0 to 14	\$2,279,690	\$423,706	\$296,566.02	\$0.00	\$3,597.74
Vehicle	5 to 7	0 to 4	\$247,554	\$44,487	\$31,138.12	\$0.00	\$377.75
Taxes				\$257	\$180.14	\$0.00	\$2.19
Totals:			\$9,939,554	\$1,726,090	\$1,208,148.00	\$0.00	\$14,656.45

The complete reserve study is available by request from the Association.



Assessment and Reserve Funding Disclosure Summary

For the Fiscal Year Ending June 30, 2016

(As illustrated by California Civil Code Section 5570(a))

(1) The regular assessment per ownership interest is **\$367.00** per month, of which approximately **\$83.00** is allocated to reserves.

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. **NOT APPLICABLE***

(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 board and/or members: **SEE ANSWER BELOW TO QUESTION #4 WHICH SUGGESTS THERE WILL BE INCREASES IN REGULAR ASSESSMENTS FOR RESERVE FUNDING.**

Date assessment will be due:	Amount per ownership interest per month or year:	Purpose of the assessment:
<i>(Intentionally left blank)</i>	<i>(Intentionally left blank)</i>	<i>(Intentionally left blank)</i>

(3) Based upon the most recent reserve study 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 X

Yes, if the Association follows the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below*.

No, if the Association does not follow the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below*.

**Note: The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information provided by and supplied to the Association's Board of Directors and/or management. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the data of this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a thirty (30) year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next thirty (30) years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain, pursuant to the Association's CC&Rs.*

(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 yet been approved by the Board or the members?

Approximate date assessment(s) will be due:	Amount per ownership interest per month:
3.61% starting in 2017 for 1 year, 3.49% starting in 2018 for 1 year, 3.37% starting in 2019 for 1 year, 3.26% starting in 2020 for 1 year, 3.16% starting in 2021 for 1 year, 3.06% starting in 2022 for 1 year, 2.97% starting in 2023 for 1 year, 2.89% starting in 2024 for 1 year and 1.14% starting in 2025 for 1 year	(Current amount) X (the increases)

(5) All major components are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$5,467,399.52**, as of **June 30, 2016**, based in whole or in part on the last reserve study or update prepared by **SCT RESERVE CONSULTANTS, INC.** The projected reserve fund cash balance at the end of the current fiscal year is **\$2,040,210.64**, resulting in reserves being **37.32%** percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is **\$908,682**. (See explanation below).

Explanation: *Cash Flow Methodology - a method of developing a reserve funding plan where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.*



Assessment and Reserve Funding Disclosure Summary

For the Fiscal Year Ending June 30, 2016

(As illustrated by California Civil Code Section 5570(a))

(continued)

7) **See below: 30-Year Reserve Funding Plan Table...** Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is \$(see "100% Funded" column below), and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is \$(see "Cash Flow Balance with Funding Plan" column below), leaving the reserve at (see "Percent Funded" column below) percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be \$(see "Cash Flow Balance with Funding Plan" column below), leaving the reserve at (see "Percent Funded" column below) percent funding. Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was **1.00%** per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was **3.00%** per year.

30-Year Reserve Funding Plan Table

Fiscal Year: July 01, 2015 - June 30, 2016							
Year	End of Year			Revenue			Expenditures
	100% Funded	Cash Flow (Balance with Funding Plan)	Percent Funded (EOY)	Contribution, Interest, Spec Assess	Contribution Unit/Month	Contribution % Change	Components, Taxes, Deferred Exp
2015	\$5,536,027	\$1,726,090	31.18%				
2016	\$5,467,400	\$2,040,211	37.32%	\$1,222,803	\$83.00		\$908,682
2017	\$4,542,141	\$1,473,106	32.43%	\$1,260,941	\$86.00	3.61%	\$1,828,046
2018	\$4,784,612	\$2,136,031	44.64%	\$1,310,513	\$89.00	3.49%	\$647,588
2019	\$4,987,721	\$2,780,740	55.75%	\$1,360,394	\$92.00	3.37%	\$715,685
2020	\$5,319,382	\$3,594,564	67.57%	\$1,411,878	\$95.00	3.26%	\$598,054
2021	\$5,688,906	\$4,480,975	78.77%	\$1,464,164	\$98.00	3.16%	\$577,753
2022	\$6,017,313	\$5,344,680	88.82%	\$1,516,219	\$101.00	3.06%	\$652,514
2023	\$5,194,861	\$4,795,139	92.31%	\$1,554,802	\$104.00	2.97%	\$2,104,343
2024	\$5,562,687	\$5,738,987	103.17%	\$1,607,121	\$107.00	2.89%	\$663,272
2025	\$5,843,411	\$6,565,209	112.35%	\$1,633,066	\$108.22	1.14%	\$806,844
2026	\$5,972,183	\$7,145,239	119.64%	\$1,638,941	\$108.22	0.00%	\$1,058,911
2027	\$5,272,522	\$6,499,773	123.28%	\$1,633,028	\$108.22	0.00%	\$2,278,494
2028	\$5,494,652	\$7,105,276	129.31%	\$1,638,533	\$108.22	0.00%	\$1,033,030
2029	\$5,494,846	\$7,356,955	133.89%	\$1,641,185	\$108.22	0.00%	\$1,389,506
2030	\$5,867,414	\$8,100,494	138.06%	\$1,648,380	\$108.22	0.00%	\$904,841
2031	\$6,136,678	\$8,628,766	140.61%	\$1,653,726	\$108.22	0.00%	\$1,125,455
2032	\$6,313,437	\$8,978,056	142.21%	\$1,657,277	\$108.22	0.00%	\$1,307,986
2033	\$6,623,396	\$9,585,774	144.73%	\$1,663,217	\$108.22	0.00%	\$1,055,500
2034	\$7,110,710	\$10,383,025	146.02%	\$1,671,072	\$108.22	0.00%	\$873,821
2035	\$7,320,701	\$10,690,351	146.03%	\$1,674,335	\$108.22	0.00%	\$1,367,008
2036	\$7,626,733	\$11,067,769	145.12%	\$1,678,061	\$108.22	0.00%	\$1,300,644
2037	\$7,387,643	\$10,423,609	141.10%	\$1,672,076	\$108.22	0.00%	\$2,316,236
2038	\$7,085,542	\$9,457,524	133.48%	\$1,662,596	\$108.22	0.00%	\$2,628,682
2039	\$7,473,605	\$9,798,442	131.11%	\$1,665,445	\$108.22	0.00%	\$1,324,527
2040	\$7,993,229	\$10,306,025	128.93%	\$1,670,427	\$108.22	0.00%	\$1,162,843
2041	\$8,197,508	\$10,168,274	124.04%	\$1,669,324	\$108.22	0.00%	\$1,807,076
2042	\$8,549,078	\$10,258,525	120.00%	\$1,670,128	\$108.22	0.00%	\$1,579,877
2043	\$9,098,043	\$10,699,353	117.60%	\$1,674,369	\$108.22	0.00%	\$1,233,540
2044	\$9,880,508	\$11,390,475	115.28%	\$1,681,142	\$108.22	0.00%	\$990,020
2045	\$9,041,293	\$9,041,764	100.01%	\$1,659,035	\$108.22	0.00%	\$4,007,746
30-Year Sum:				\$47,564,196			\$40,248,522



Name of Insurer	Type of Insurance	Policy Number	Limits of Liability	Deductible
Philadelphia Indemnity	Package - Property	PHPK1201270	Property \$7,048,694 Personal Property/Contents Included	\$1,000
Philadelphia Indemnity	Package - General Liability	PHPK1201270	General Aggregate: \$2,000,000 Per Occurrence \$1,000,000 Personal & Advertising Injury: \$1,000,000 Products/Completed Operations: \$2,000,000 Renter to You: \$100,000 Medical Expense. (1 person): \$5,000	NONE
Philadelphia Indemnity	Package - Auto	PHPK1201270	Liability, Non owned/hired \$1,000,000	Lia.\$0: Comp/coll \$1,000
National Union	Package - Crime	SNA55438213623-07	Employee Theft - Agent \$4,000,000	\$5,000
Philadelphia Indemnity	Umbrella Policy	PHUB466620	Aggregate Limit: \$10,000,000 Per Occurrence \$10,000,000 Products/Completed Operations: \$10,000,000	NONE
Insurance Company of the West	Earthquake Insurance	XHO5008739	Limit: \$7,867,494 Limit per Loss \$1,000,000	10%/\$50,000
National Union	Directors and Officers Liability	EPP3323714-0	Aggregate Limit: \$2,000,000	\$2,500
Zenith Insurance Eff:1-1-2014	Workers Compensation	Z071842603	Aggregate Limit: \$1,000,000 Aggregate Limit: Additional Defense Costs:	None

*This Summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 5320 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 associations 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. *

ORPS Calendar 2015-2016

Summer Season Board Meetings:

Scheduled Teleconference Meetings:

Monday, May 4, 2015, 9:00 am
 Monday, July 13, 2015, 9:00 am
 Monday, September 14, 9:00 am

Board Meetings:

<u>BOARD PLANNING MTG</u> (1:00 pm Boardroom)	<u>BOARD MEETINGS</u> (1:00 PM, LP)	<u>TOWN HALL MTG.</u> (1:00 PM, ES)	<u>ANNUAL MTG.</u> (1:00 PM, LP)
No April Meeting Monday, Oct 19 Monday, Nov 9 Monday, Dec 7 Monday, Jan 11 Monday, Feb 8 Monday, Feb 29 Monday, Mar 14	No April Meeting Monday, Oct 26 Monday, Nov 16 Monday, Dec 14 Monday, Jan 18 Monday, Feb 15 Monday, Mar 7 Monday, Mar 21	Friday, Nov 13	Friday, Mar 11

Committee Meetings:

<u>ACTIVITIES</u> (2nd Monday, 3 PM, WR) Nov 9 No December Meeting Jan 11 Feb 8 Mar 7 (1 st Mon)	<u>FINANCE</u> (1 st & 3rd Wed, 2 PM, ER) Nov 4 & 18 Dec 2 & 16 Jan 6 & 20 Feb 3 & 17 Mar 2 & 16 Apr 6 & 20	<u>FACILITIES PLANNING</u> (2nd Thurs, 2:00 PM, ER – and as scheduled below) Nov 12 & 19 Dec 10 Jan 7, 14 & 21 Feb 4, 11 & 18 Mar 10 Apr 14
<u>A & A</u> (1st Wed, 9 AM, BR) Nov 4 Dec 2 Jan 6 Feb. 3 Mar 2 Apr 6	<u>GOLF</u> (1st Tues, 1:00 PM, OL) Nov 3 Dec 1 Jan 5 Feb 2 Mar 1 April 5	<u>SAFETY & SECURITY</u> (1st Fri, 1 PM, ER) Nov 6 Dec 4 Jan 8 (2 nd Friday) Feb 5 Mar 4 Apr 1
<u>COMMUNICATIONS</u> (1 st Mon. 11:30 AM, ER) Nov 2 Dec 7 Jan 4 Feb 1 Mar 7 Apr 4	<u>HEALTH & FITNESS</u> (1st Tues, 10:30 AM, WR) Nov 3 No December Meeting Jan 5 Feb 2 Mar 1	<u>TENNIS</u> (1st Sat, 9:00 AM, LP) Nov 7 Dec 5 Jan 9 (2 nd Sat.) Feb 6 Mar 5 Apr 2

OUTDOOR RESORT PALM SPRINGS

BOARD OF DIRECTORS, 2015-2016

		Term of Office
Allen Gayken	President	3/2014 thru 3/2017
Ron Jackson	Vice President	3/2014 thru 3/2017
Brian Canfield	CFO	3/2015 thru 3/2018
Maryellen Muir	Secretary	3/2015 thru 3/2018
Skip Pisor	Member	3/2013 thru 3/2016
Barry Stilwell	Member	3/2013 thru 3/2016
Ted Wilson	Member	3/2015 thru 3/2018

✱

Board email: BoardofDirectors@orps.com

Board Office Phone: (760)904-6643 Board Office FAX: (760)328-4657

Board Secretary: Susan Matthew

Board Office: Closes April 30, 2015; Opens October 5, 2015

BOARD OF DIRECTORS COMMITTEE LIAISON ASSIGNMENTS, 2015/16

Committee	Board Liaison	Board Liaison Backup
Activities	Ron Jackson	Brian Canfield
A&A	Skip Pisor	Ted Wilson
Bingo	Allen Gayken	Maryellen Muir
Communications	Maryellen Muir	Barry Stilwell
Facilities Planning	Allen Gayken	Brian Canfield
Finance	Brian Canfield	Ron Jackson
Golf	Ron Jackson	Ted Wilson
Health & Fitness	Skip Pisor	Barry Stilwell
Landscape	Ted Wilson	Maryellen Muir
Safety & Security	Barry Stilwell	Ron Jackson
Tennis	Ron Jackson	Skip Pisor
Nominating	To be Appointed	Allen Gayken



SPECIAL EVENTS

2015/2016

Tentative Schedule

Outdoor Resort Palm Springs

Saturday	November 7	Welcome Back Breakfast
Saturday	November 7	Owners Welcome Dinner/Dance
Saturday	November 14	Potato Bake
Saturday	November 21	Craft Fair
Saturday	November 21	Oktoberfest
Thursday	November 26	Thanksgiving Dinner
Saturday	December 5	Dinner Show
Thursday	December 31	New Year's Eve Dinner/ES
Thursday	December 31	New Year's Eve Dinner/LP
Saturday	January 9	Potato Bake
Wednesday	January 13	Ladies Luncheon
Saturday	January 16	Pet Parade
Saturday	January 16	Jason Weber
Saturday	January 23	Rock Around the Clock
Saturday	January 30	Pre Super Bowl Party
Friday	February 5	O' Canada
Saturday	February 6	Bikers & Babes
Wednesday	February 10	Ladies Luncheon
Saturday	February 13	Valentines Dinner Dance
Sunday	February 14	Santa Anita Race Track
Friday	February 19	Business Expo
Saturday	February 20	Potato Bake
Sunday	February 22	Picnic in the Neighborhood
Saturday	February 27	Concert
Saturday	March 5	Mexican Fiesta
Wednesday	March 9	Ladies luncheon
Saturday	March 12	Chefs and Friends
Saturday	March 19	Owners Farewell Dinner/Dance

Summer Closing Schedule

Reduced Amenity Operating Hours

May through October

2015

Purpose: The principal purpose of this document is to inform our users of the reduced operating hours in effect during our “off-season”. These are not set in concrete, and can be modified as occupancy permits or circumstances warrant.

Clubhouses

The La Palma clubhouse is open from 7am – 10 pm.

El Saguaro clubhouse is open from 7am – 10 pm.

Pools and Spas

The pools and spas at La Palma and El Saguaro will remain open throughout the summer.

The pool and spas at all Satellites will be closed June 1st and will reopen October 1st.

Pool and spas at La Palma and El Saguaro may need to be closed intermittently due to maintenance. Notices will be posted at these locations.

Restrooms

Clubhouse Restrooms at La Palma will remain open during summer.

Clubhouse Restrooms at El Saguaro will remain open.

Restrooms at the west end of El Saguaro will be closed temporarily due to construction.

Notice will be posted in area regarding dates of closure.

Starter Shack restroom will be closed.

All Satellite Restrooms will be closed.

Laundries

All Satellite Laundry facilities will be closed

Main Laundry will remain open – Smart Card Required

Smart Cards may be purchased at Main Laundry, Front Desk and Accounting Department.

Tennis Courts

Tennis Courts will be available at La Palma, El Saguaro by key access. Courts may be closed temporarily due to resurfacing but notices will be posted.

All Satellite courts will be closed from June 1st to October 1st.

Keys are available at the Front Office during business hours.

Keys are available at the Security gate during hours when Front Office is closed.

Tennis Courts at Clubhouses will be cleaned and washed on regular basis.

Ball Machines

The Ball Machines at La Palma and El Saguaro will NOT BE AVAILABLE.

Summer Closing Schedule

Reduced Amenity Operating Hours

May through October

2015

Convenience Store

The Convenience Store will reopen approximately October 12th (Monday).

Mail Offices

Window service will be available only at the La Palma Post Office. Hours as posted.

Box Hours at La Palma – Daily until 10:00 p.m.

Box Hours at El Saguaro – Daily until 10:00 p.m.

Fitness Center

Open Daily – 5am-10pm Proximity Card Required

Board Office

Closed May 4th, 2015 and will reopen approximately October 5, 2015.

Owners Lounge

Open from 7am – 10 pm.

Trash Collection

Beginning June 1, 2015 trash pick-up will be on Monday and Friday only.

Please do not put your bagged and sealed trash on the street before 6:00 a.m.

Please only place trash out on collection days to help avoid attracting unwanted pests.

Dumpsters are available at the Main Laundry

Green Waste Collection

Green waste is picked up the same day as the regular trash collection.

Please do not put waste out on the day before.

Recycling

Receptacles are available for unsorted recyclable materials at Main Laundry.

Golf

Starter Shack is CLOSED following the Memorial Day Weekend.

When the Starter Shack is closed all persons playing golf must check in at the Security Gate.

Back 9 Course will be closed beginning June 1, 2015.

Golf Course will be closed for over seeding toward the end of September and will reopen November 7th. Some holes may be closed for maintenance purposes at other times.

Coffee Service

Not available following depletion of supplies after last Chapel service of the season.

Owners Authorization for Overnight Lot Usage

(We must receive this form a minimum of three days prior to the arrival date)

Please attach a copy of the guests RV Registration to this form.

Guest Name(s) _____ Cell Phone# _____

Address _____ City _____ St _____ Zip _____

Arrival Date _____ Departure Date _____ Lot # _____

Adults _____ # Children _____ # Pets _____

Is your guest staying in an existing rig? Yes _____ No _____ Year of Rig: _____ (Maximum age of RV is 15 years)

Motor Home _____ Travel Trailer _____ 5th Wheel _____ Length _____ Slides: Yes _____ No _____

Administrative fee: \$4.00 per day (\$12.00 minimum). Pet fee: \$1.00 per pet/ per day (Maximum of 2 pets per lot)

A credit card is required to guarantee all bookings

Fees will be paid by: Lot Owner _____ Guest _____

Credit Card #: _____ Exp. _____ 3-digit code _____

Billing Address: _____

Cardholder name: _____ Signature: _____ Date: _____

Please Print

By providing your credit card information, you authorize Outdoor Resort Palm Springs to charge your card for all fees for the above - listed reservation/guest(s). In addition, your signature confirms that you understand and agree to these terms.

Owner's Printed Name _____ Phone _____

Owner's Signature _____ Date _____

Authorized Agent: _____ Date _____

All fees due must be received by our office before your guest will be allowed access to the resort.
Fees can be paid for in advance or at check-in.

WE ARE UNABLE TO PREPARE AFTER HOURS PACKAGES FOR NON-GUARANTEED RESERVATIONS.

Return a completed form to:

**69411 Ramon Road
Cathedral City, CA 92234
Attention: Jennifer Miranda
Fax# 760-328-7852 or Email: reservations1@orps.com**

***COLLECTION POLICY FOR
DELINQUENT ASSESSMENTS***



***OUTDOOR RESORTS PALM SPRINGS
OWNERS ASSOCIATION***

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

ASSESSMENT COLLECTION AND FULL PAY POLICY FOR REGULAR, SPECIAL, AND SPECIAL INDIVIDUAL ASSESSMENTS

1. **DUE DATES:** All Regular Assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month. Special and Special Individual Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a Special and/or Special Individual Assessment be due and payable earlier than thirty (30) days after it is imposed.

2. **PAYMENT RECEIPTS / OVERNIGHT PAYMENT LOCATION:** Owners can request a receipt from the Association which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

**OUTDOOR RESORTS PALM SPRINGS OWNERS ASSOCIATION
HOA Accounting Office
69-411 Ramon Rd.
Cathedral City, CA 92234-3376**

3. **APPLICATION:** Payments received on delinquent assessments shall be applied to the Owner's account as follows: payment shall be applied to the principal owed first. Payments on principal shall be applied to the Owner's account by the "balance forward payment" method, *i.e.*, in reverse order so that the oldest arrearages of the principal are retired first. Only after the principal owed is paid in full shall such payments be applied to interest, late charges, collection expenses, administration fees, attorneys' fees, or any other amount due to the Association which result in continued delinquencies.

4. **LATE CHARGE:** All assessments shall be delinquent if not paid within **15 days** after they become due and will result in the imposition of a late charge of ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Furthermore, the Association shall be entitled to recover any reasonable collections costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.

5. **INTEREST:** If an assessment payment is not paid within **thirty (30) days** of its original due date, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of twelve percent (12%).

6. **SECONDARY ADDRESS:** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.

7. **PAY OR LIEN LETTER:** If an assessment payment from the Owner is not paid within **forty-five (45) days** after its original due date (for example, if an Owner fails to pay an assessment which was due on June 1 and the failure to pay continues through July 15, then the June assessment would not have been paid within 45 days after its original due date), a notice of delinquency (Pay or Lien Letter) shall be sent to the Owner by regular first-class mail and certified mail, return receipt requested. The Pay or Lien Letter shall provide at least 30 days' written notice to a delinquent Owner prior to recording an Assessment Lien and

further provide an itemized statement of the charges owed, including a breakdown of: (a) the principal amount owed; (b) any late charges with the method of calculation used to determine such charges; (c) any attorneys' fees incurred; and (d) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association's collection policy shall be attached to the Pay or Lien Letter.

8. **INTERNAL DISPUTE RESOLUTION PROCESS**^{*}: The Association shall offer to meet and confer with a delinquent owner to resolve any dispute related to the total amount due from the delinquent Owner to the Association and/or the Association's Collection Policy ("Meet and Confer Offer"). The Association's Meet and Confer Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the Meet and Confer Offer must do so by submitting his/her/its written request to facilitate the meet and confer with the Association, which written request must be received by the Association within twenty (20) days of the date of the Meet and Confer Offer. The Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its CID Manager to participate in the meet and confer with the delinquent Owner. Prior to recording a lien for delinquent assessments, the Association shall participate in any meet and confer so accepted by the delinquent Owner, provided, however, that the Owner's acceptance of the Association's Meet and Confer Offer is made within twenty (20) days of the date of the Meet and Confer Offer.

9. **SHOW CAUSE HEARING**: Additionally, a delinquent Owner may be given a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges; (b) the operation of the cable television service to the Owner's Lot; and/or (c) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing").

The notice and hearing procedures shall be in accordance with the following:

a. Written notice shall be mailed to the Owner not less than ten (10) days prior to the date of such hearing by first class or certified mail at Owner's last known address as shown on the Association's records. The notice shall set forth the amount of delinquency owed by the Owner and the time, date and place on which the hearing shall be held;

b. The Board of Directors shall provide an opportunity for the Owner to be heard, orally or in writing, at the Show Cause Hearing prior to making any determination on the suspension of any Membership Privileges;

c. In the event good cause is not shown and the Owner's account has not been brought current, then the Board may suspend any of the Owner's Membership Privileges. Cable television services shall be reinstated upon the Owner's account being brought current and upon payment to the Association of a reinstatement assessment in an amount equal to what the Association is charged by the cable company to facilitate reinstatement of cable service. The Board shall hold the hearing in Executive Session; provided, however, if the Board is requested by a Member to have his/her matter be heard in an open Board meeting, then the matter must be heard in an open Board meeting, and not in Executive Session.

*

Pursuant to a 1994 California decision, *Park Place Estates Homeowners Association, Inc. v. Naber* (1994) 29 Cal.App. 4th 427, the appellate court held that homeowners have an independent obligation to pay monthly assessments and do not have a right to set off or withhold payments of assessments.

d. After the Show Cause Hearing, the Board of Directors shall provide within fifteen (15) days written notice to the Owner of the suspension of any Membership Privileges.

10. **ASSESSMENT LIEN:**

a. If the delinquent Owner does not bring his/her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors shall approve the recordation of an assessment lien against the delinquent Owner's property. The Board's decision to record the assessment lien shall be by a majority vote of a quorum of the Board members at an open Board meeting. The Board's action should refer to the Lot/parcel number of the property that is delinquent, rather than the name of the owner. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessment(s), then current monthly assessment amount which will also accrue and be a part of the lien, interest, late charges, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent Owner's property.

b. **At the same time, the Association shall advise the Association's collection agent/bank that it should accept no further monies from this delinquent Owner until the assessment lien has been paid in full.** Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the law firm. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner. A charge of up to \$425.00 for attorneys' fees shall be charged to the Owner at this stage (pursuant to *Civil Code* ~~§1366.3(a)~~ 5650(a)).

11. **PRE-FORECLOSURE ACTIONS:**

a. No earlier than thirty (30) days after the Notice of Assessment lien has been recorded, the Association shall make a written pre-foreclosure offer to meet and confer with the delinquent Owner, consistent with the process identified in paragraph 8 herein (except that the timeline for the delinquent Owner to accept a meet and confer would be thirty-five (35) days from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with *Civil Code* ~~§1369.50~~ 5925, et. seq. ("IDR/ADR Offer"). Owner shall have thirty-five (35) days from the date of the IDR/ADR Offer to decide whether or not Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).

b. Prior to initiating foreclosure, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote of a quorum of the Board of Directors. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the lot/parcel number of the property that is delinquent.

c. The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, late charges, fees, costs of collection, attorney's fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than twelve (12) months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with foreclosure of the assessment lien pursuant to the Association's governing documents and *Civil Code* ~~§1367~~ 5700. The procedure used shall be a private foreclosure, pursuant to *Civil Code* § 2924, et seq. and *Civil Code* ~~§1367~~ 5700. The foreclosure action shall include:

i. **A Notice of Default and Election to Sell shall be recorded** at the County Recorder's Office and a ninety-day reinstatement period shall begin.

ii. **A Title Report** shall be obtained from a title company at a cost of approximately \$350.00 and this shall also be charged to the delinquent Owner.

iii. Furthermore, an additional \$300.00 attorneys' fees and costs shall be charged at this stage.

12. If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association shall file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post- judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant.

13. If the delinquency is still not cured ninety (90) days after the Notice of Default and Election to Sell was recorded, the attorney shall proceed to record and publish the **Notice of Trustee's Sale**. This Notice must also be published three (3) times during a three-week period and posted in a public place. At this final stage, there shall be additional publication costs, as well as attorneys' fees of \$125.00. If a non-judicial foreclosure sale is completed by the Association against the delinquent Owner's property, the Owner shall have the right to redeem the property for a period of time up to and including ninety (90) days after the date of the Trustee's Sale.

14. When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall prepare a Release of Lien which shall be recorded in the County Recorder's Office of Riverside County, California within 21 days of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the residential lot.

15. **PAYMENT PLAN STANDARDS:** The Association hereby establishes the following payment plan standards:

a. **Payment Within 60 Days:** If an Owner can bring himself/herself/itself current within sixty (60) days, inclusive of assessments which accrue within the sixty (60) days of the payment plan, the Association will forbear filing an Assessment Lien and the Owner will not incur the Assessment Lien costs if the payment plan is strictly followed. The payment plan shall include an administrative cost of \$75.00. By agreeing to the 60 day payment plan, the Owner further agrees that if he/she/it fails to make any of the payments identified in the payment plan, the Association shall have the right to file an Assessment Lien without recommencing the pre-lien or Pay or Lien Notice process.

b. **Payment Exceeding 60 Days:** In light of the length of time of this payment plan, payment plans exceeding sixty (60) days shall require that the Association record its Assessment Lien to establish itself as a secured creditor. The payment plan shall also include an administrative cost of \$100 or \$25.00 per month of each month of the plan, whichever is greater. All costs related to the recordation of the Assessment Lien shall be part of this payment plan. The payment plan would require payment of all delinquent assessments amortized over the length of the payment plan, along with all assessments which will accrue during the payment plan. The Association shall further require that the Owner sign a Forbearance Agreement which identifies his/her/its obligations of repayment consistent with the payment plan and further provides that if there is a default under the payment plan, the Association can proceed with the collection process as particularly identified within the Forbearance Agreement. Payment plans under this paragraph 15.b should normally not exceed six (6) months.

16. **REQUEST FOR PAYMENT PLAN:** An Owner may submit a written request to the Association for a payment plan consistent with either paragraph 15.a or 15.b above. An Owner can also submit a written request to meet with the Board to identify which payment plan the Owner chooses, as identified in paragraph 15 above. The Board is required to meet with the Owner in executive session within 45 days of the postmark of the request for the meeting, if the request is mailed within fifteen days of the date of the postmark of the Pay or Lien Notice. If there is no regularly scheduled board meeting within the 45 day timeline, the Board has designated the Assessment Dispute Resolution Committee to meet with the Owner.

17. **PARTIAL PAYMENTS: Owners may make partial payments without a written payment plan as described in paragraph 15 above; provided, however, that any such partial payment shall:**

=

- a. not stop any collection action;
- b. not invalidate any assessment lien already filed;
- c. not stop an already existing non-judicial foreclosure action;
- d. not obviate the obligation to pay all collection fees and costs inclusive of late charges, interest, management fees/bookkeeping fees, title charges, lien fees and costs, trustee's fees and / or attorney's fees; and
- e. further require (due to the additional bookkeeping and other administrative expenses incurred with a partial payment) that any Owner who submits a partial payment (without an approved payment plan as described in paragraph 15 above) will incur an administrative expense of \$45.00 for each partial payment tendered and received by, or on behalf of, the Association.

SUMMARY OF THE PROVISIONS OF THE ALTERNATIVE DISPUTE RESOLUTION LEGISLATION, ENUMERATED UNDER CIVIL CODE §§ 5925, ET SEQ. (“ADR Laws”) AND THE INTERNAL DISPUTE RESOLUTION PROCEDURE UNDER CIVIL CODE §§ 5900, ET SEQ. (“IDR Process”)

Pursuant to the ADR Laws, this letter will notify you of a law which requires owners within the subdivision, as well as the Association, to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating litigation to enforce the Association’s governing documents, the *Davis-Stirling Common Interest Development Act* or the Nonprofit Mutual Benefit Corporation Law (CID Dispute). Subject to exceptions specified within the ADR Laws, an Association and its owner members must offer to submit their dispute to a form of ADR, such as arbitration or mediation, before filing a civil action to enforce the governing documents.

If the form of ADR chosen is arbitration, it may be either binding or non-binding at the option of the parties. The ADR Laws also provide that the failure of either the Association or any owner to offer ADR prior to initiating litigation is a potential basis for having your lawsuit dismissed. Additionally, the ADR Laws further provide that the reasonableness of any party’s refusal to participate in ADR (prior to the filing of a lawsuit) will be considered by the court in its determination of the amount of attorney’s fees awarded to the prevailing party.

Finally, this statute specifically requires that the Association send a summary of this legislation, which specifically includes the following provision of *Civil Code* §5930:

Failure by any member of the association to comply with the prefiling requirement of Section 5930 of the Civil Code may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The Association also has an internal dispute resolution process in place, as required by *Civil Code* §§5900 et seq. Prior to any Owner or the Association pursuing litigation related to any CID Dispute, the Owner or the Association must comply with the internal dispute resolution process identified in the following pages, attached hereto and made a part hereof by this reference.

If you have a dispute with a member or with the Association regarding a CID Dispute, we strongly suggest that you review the ADR Laws contained herein and consult with an attorney to ascertain your rights and remedies.

**INTERNAL DISPUTE RESOLUTION PROCESS
OUTDOOR RESORT PALM SPRINGS OWNERS ASSOCIATION
(hereafter “Association”)**

The Association adopted the IDR Process contained within *Civil Code* §5915 (deemed within the statute to be fair, reasonable, and expeditious) as follows:

1. The IDR Process applies to the Association as well as an Owner as a prerequisite to the filing of any litigation related to a dispute involving their respective rights, duties or liabilities under the governing documents, the *Davis-Stirling Common Interest Development Act* (“D-S Act”) and/or the nonprofit mutual benefit corporation law (collectively “CID Dispute”). It does not relate to any collection of assessments unless the Association determines it needs to file litigation to collect same.

2. Either party (Association or Owner) to a CID Dispute may invoke the following procedure:

A. The party may request the other party to meet and confer, in an effort to resolve the CID Dispute. The request shall be in writing.

B. An Owner may refuse an Association request to meet and confer. The Association may not refuse an Owner's request to meet and confer.

C. The Board hereby designates the President or in his/her absence, the Vice-President ("Board Designee"), as well as the CID Manager to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the CID Dispute to assist the Board and attend the meet and confer session with the Owner. If the Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.

3. Although not precluded, attorney participation in the IDR Process is discouraged in order to maintain direct discussions between the principals of the CID Dispute and to maintain the goal of resolution through an expeditious process. To the extent Owner requires that his/her/its attorney attend the IDR Process, the Owner should give at least five (5) business days' notice to the Association so that the Association can ascertain if it desires its corporate counsel to also attend (failure to provide said notice may cause the IDR to be continued so that the Association can have its counsel present).

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 CID dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

5. A resolution of the CID 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.

6. The Agreement reached by the Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:

A. The Agreement is not in conflict with law or the governing documents of the Association; and

B. The Agreement is ratified by the Board of Directors within thirty (30) days of the date that the Agreement is executed by the Owner and the Board Designee.

7. The Owner participating in the IDR Process shall not be charged a fee to participate in the IDR Process.

ADR LAWS

California Civil Code §§5925, ET SEQ. - Alternative Dispute Resolution

§5925. ADR Definitions.

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this act.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents.

§5930. ADR Prerequisite to Litigation.

(a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

§5935. Request for Resolution.

(a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

- (1) A brief description of the dispute between the parties.
- (2) A request for alternative dispute resolution.
- (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
- (4) If the party on whom the request is served is the member, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

§5940. Time to Complete ADR Process.

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

§5945. Tolling of Statute of Limitations.

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

§5950. Certification of ADR Efforts.

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

§5955. Stay of Litigation for Dispute Resolution.

(a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

§5960. Attorney's Fees.

In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

§5965. Annual ADR Notice.

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:
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 the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.



Lot Maintenance Vendors

Uriel Valencia	760-327-7235
Jose Valdez	760-835-3963
Blues Sky Landscaping	760-202-3520
Lucio's Landscaping	760-272-5232
Juan Hernandez	760-404-9930
Jose's Gardening	760-641-4571
G&G Landscaping	760-399-6266
Alfredo Chavez	760-534-8561
Desert Premier LS	760-668-9892
Jorge Arana	760-443-3672
Arguimiro Rodriguez	760-673-6399

Please Note:

Owners are required to maintain their lots twelve (12) months per year. Also, the lot maintenance enforcement program will continue through the summer months.

This document may be updated from time to time and updates will be available on line at: www.orps.com

This is not a list of recommended contractors or an advertisement of any kind.



PALM TREE TRIMMING

Would you like your private palms trimmed and/or skinned when the tree service comes in to trim the resort palms?

If you would like your palms trimmed and/or skinned, please fill out the form below and submit it to **BARBARA** in Maintenance Dispatch with your payment as noted below. Maintenance Dispatch is located in the office building at the front of the Resort.

Richard of Reliable Tree Care will provide the trimming/skinning service. He is a local arborist and has trimmed the trees for Outdoor Resort for several years. You may contact him at: ratreecare@verizon.net

Payment for the trimming/skinning will need to be made in advance when you turn in the form. The final date for payment and the form is May 29, 2015.

The cost per tree trim is \$28.00

The cost to have your tree skinned (have the bark removed) is \$100.00

The only acceptable payment is:

Checks drawn on United State Banks and/or Money Orders

Check must be made out to: Reliable Tree Care

Cash and credit cards are not acceptable

ORPS cannot accept any payment in any form

Your check might not be cashed until mid-summer

Money Orders are acceptable and can be purchased at Stater Brothers Grocery Stores

Date Palms are scheduled to be trimmed the 1st week of May. Washingtonians will be trimmed starting the 1st week of June. Queen Palms will be trimmed during May – July.

Second trimming takes place later in the summer months.

As always, OPRS will trim the Washingtonian in the front of each lot and down the front driveway at the ORPS entrance.

Please turn in this portion (form) and your payment to Barbara in Maintenance Dispatch

Lot #: _____ Owner: _____
(please print)

Number of Palms to be trimmed, _____ (X) \$28.00 = Total: _____

Number of Trees to be skinned, _____ (X) \$100.00 = Total: _____

SPECIFIC NOTES:

OUTDOOR RESORT PALM SPRINGS OWNERS' ASSOCIATION

69-411 Ramon Road, Cathedral City, CA 92234 (760) 328-3834 FAX (760) 328-5394

DATABASE (and Directory) UPDATE FOR OWNERS

LOT NUMBER(s): _____
(Owners with more than one lot, please indicate your Primary lot number)

LOT OWNER'S NAME(s): _____

JOINT LOT OWNER'S NAME(s): _____

WINTER MAILING ADDRESS: _____

Phone: _____ Cell: _____ Other Phone: _____

SUMMER MAILING ADDRESS: _____

Phone: _____ Cell: _____ Other Phone: _____

- ☐ I/we opt **in** to have documents from The Board of Directors and correspondence from the Association sent via e-mail.
- ☐ I/we opt **out** of having e-mail shared with other owners.

E-mail Address: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Phone: _____ Cell: _____

*** OWNER(S) IMMEDIATE FAMILY LIST**

SONS and/or DAUGHTERS (includes spouses): _____

OWNER(s) PARENTS: _____

OWNER(s) GRANDPARENTS: _____

OWNER(s) GRANDCHILDREN: _____

*The CC&Rs and Rules define "family unit" as the Owners' sons, daughters, parents, significant other, grandparents and grandchildren. CC&Rs Article II, Section 3. Please provide the names of your immediate family above and return it to ORPS Owners' Association office as soon as possible. (Listing other names than those defined above is a violation of the CC&Rs.)

NOTE: If a particular blank does not apply to you, leave it blank. If you need more space, use the back side of this form. If there are joint owners on your deed, please ensure that they get a copy of this form to complete for our records. PLEASE RETURN ASAP... Thank you!

Assessment Payment Options

Payments will be sent directly to the HOA Accounting Office at 69-411 Ramon Road, Cathedral City, CA 92234. Please update your records to reflect this new address.

Assessment payments are due the 1st of each month. All assessments shall be delinquent if not paid within 15 days after they become due and will result in the imposition of a late charge of ten percent (10%) of the delinquent assessment or ten dollars (\$10.00) whichever is greater. If an assessment payment is not paid within thirty (30) days of its original due date, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of twelve percent (12%).

To avoid these charges, you may opt to have your Assessment withdrawn from your checking account automatically. The charge is processed between the 8th and 10th of each month. There is no additional fee for this service.

If interested, please complete the bottom portion of this form and mail to the HOA Accounting Office **along with a voided check.**

THIS SERVICE IS CURRENTLY AVAILABLE ONLY WITH AMERICAN BANKING FACILITIES

Bank Name: _____ Start Date: _____

Transit/ABA Number: _____

Account Number: _____

I/We hereby authorize ORPS to initiate debit entries to my/our checking account indicated above at the depository institution named above. This authority is to remain in full force and effect until ORPS has received written notification from me/us of its termination in such time and in such manner as to afford ORPS a reasonable opportunity to act on it.

Name (please print): _____

Lot #: _____ Date: _____

Telephone #: _____

Signature: _____

OUTDOOR RESORT PALM SPRINGS

Approval Form for E-Mail Distribution of Association Disclosure Documents

Outdoor Resort Palm Springs is pleased to offer e-mail distribution services to its members. By signing up for e-mail distribution, not only are you going green and saving trees, but you are saving the Association the substantial expenses of copying, postage and supply costs, ultimately keeping Association costs and assessments down. We are encouraging all Owners to sign up for the e-mail distribution services and request that you complete the consent form below and return it to the Association office.

The undersigned member hereby agrees that the documents listed below can be sent via e-mail in PDF Format: *[To download the free Adobe Reader software to view PDF documents, please go to www.adobe.com.]*

- Notices
- Reserve Funding Plan
- Rules & Regulations
- Newsletters
- Annual Financial Statement
- Disclosure Documents Index
- Regular Board Meeting Notices
- Special Board Meeting Notices
- Board Minutes Access
- Architectural Changes Notice
- Monetary Penalties Schedule
- Review of Financial Statement
- Annual Update of Reserve Study
- Proposed Rule Change Notification
- Insurance Coverage Summary
- Alternative Dispute Resolution [ADR] Rights
- Assessment Collection Policy
- Secondary Address Notification Request
- Notice / Assessments and Foreclosure
- Internal Dispute Resolution [IDR] Rights
- Assessment & Reserve Funding Disclosure Summary
- Request for Volunteers
[Candidates, Committees, Inspector of Election, etc.]
- Pro Forma Operating Budget or
Pro Forma Operating Budget Summary

Registration forms must be signed and only one e-mail address will be accepted per property address. Signature forms may be scanned and e-mailed to Sandra, Administrative Assistant at Sandra@orps.com, faxed to (760) 328-5394, or returned by mail.

By signing below, you agree to receive the above-referenced documents via e-mail delivery and you understand you will no longer receive these documents via U.S. mail or other methods of delivery. You can revoke this authorization, and again receive Association notices, disclosures and other documentation in hard copy as permitted under California law by sending your revocation notice by e-mail to Sandra, Administrative Assistant, at Sandra@orps.com, faxed to (760) 328-5394, or returned by mail to Association office at 69-411 Ramon Rd., Cathedral City, CA 92234. Please note that delivery of any notices, disclosures and documents is complete at the time of e-mail transmission. Further, I understand and agree that it is my responsibility to notify the community association if our e-mail address should change. I also understand that I have the right, at any time to have any documents [delivered by e-mail transmission] made available to me on paper or other non-electronic form at any time upon my written request.

[Signature of Owner]

Printed Name:

Lot #: _____ Email Address: _____

[Please print clearly. Only one e-mail accepted per household.]