



OUTDOOR RESORT PALM SPRINGS

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

May 15, 2017

Dear Owners,

On March 6, 2017 the Board of Directors adopted its annual operating, capital and reserve budgets for the fiscal year 2018 beginning July 1, 2017 and concluding June 30, 2018. The combined budgets show an assessment of \$380 per lot per month which results in a dues increase of \$6 per unit per month.

The operating budget increased by \$3 per unit per month from \$288 to \$291. With no capital projects scheduled, per policy there will be no contribution to the capital fund in the upcoming fiscal year. The reserve fund, is scheduled to be \$89 per lot per month for the 2017 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 front desk in the Administration building or email to reservations@orps.com. Also included in the packet this year is a Request for Annual Notice of Address, Representative and Rental Status form. This form is a new requirement effective this year as per California Civil Code Section 4041. Please note that this form does not mean you cannot receive information via email. This form is to confirm where you would like your mailings to be sent on items that cannot be emailed per the Civil Code such as ballots for the annual election of directors. Please return the enclosed form via the address or email address on the form.

Respectfully,

Clint Atherton
General Manager



OUTDOOR RESORT

PALM SPRINGS

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President's Message

Another enjoyable season at ORPS has been completed and most Owners are moving to their other homes for the summer. During the off season the staff at ORPS is overseeing significant upgrades and improvements for us to enjoy when we return in the fall.

There are 3 Lakes on the back nine Golf Course that have the original liners and they are being replaced this summer. Besides painting of LP and the Front Administration Building, we are shortening the seasonal flower area on Ramon Road and adding more permanent plant material. Seasonal flowers will still be around the two entry lakes.

We are making significant changes to our Information Technology Systems for Administration and adding a Point of Sale system and there are many other activities being undertaken as well but these are the major ones. These costs are borne by our Reserve Account which is growing as we projected. We only allow 80% of the funds collected annually for Reserves to be spent in any fiscal year and as a consequence the target funding level of Reserves will be met by 2020 as we maintain this fiscal discipline.

We have established a Strategic Planning Committee made up of three members of the Board, and three Owners at Large and Chaired by our General Manager, Clint Atherton. We are focusing on what our Resort must look like in future years to maintain our five star rating and be attractive to Purchasers. To do this properly we need Owner input! As a result, we will be asking all Owners to complete a Survey to assist us in developing a Data Base on current Owners. We intend to involve Owners in various ways as we develop a Strategic Plan and we solicit your support in this endeavor.

Board meetings continue through the Summer and Owners are invited to call in and participate during the Open Forum agenda item. The next two meetings are at 9 am on July 10th and September 11th.

Best wishes for a healthy and enjoyable summer!

OUTDOOR RESORT PALM SPRINGS OWNERS ASSOCIATION
OPERATING BUDGET
FISCAL YEAR JULY 1, 2017 --- JUNE 30, 2018

REVENUES:	2016-2017	2017-2018	Variance	%	Fees for 2017-18	
					Rate	Change
Regular Assessments <i>(Not including reserve and capital component portions of regular assessments)</i>	4,192,128	4,235,796	43,668	1.04%	\$ 291.00	\$ 3.00
Front Office/Admin Income	34,365	21,187	(13,178)	-38.35%		
Sales & Commission Income	24,177	49,431	25,254	104.45%		
Administrative Fees	139,838	313,106	173,268	123.91%		
Activities Income	111,526	108,483	(3,043)	-2.73%		
Oracle Income	0	1,500	1,500	100.00%		
Bar Income	44,767	56,431	11,664	26.05%		
Convenience Store	0	0	0	0.00%		
Golf	58,695	18,919	(39,776)	-67.77%		
Laundry	81,920	76,462	(5,458)	-6.66%		
TOTAL REVENUES	\$4,687,416	\$ 4,881,315	\$ 193,899	4.14%		
EXPENSES:						
Administration	773,524	887,137	113,613	14.69%		
Front Office	132,361	140,336	7,975	6.03%		
Oracle	0	1,500	1,500	100.00%		
Security	350,868	386,180	35,312	10.06%		
Mailroom	34,833	40,348	5,515	15.83%		
Activities	212,215	229,035	16,820	7.93%		
Bar	37,219	33,230	(3,989)	-10.72%		
Convenience Store	0	876	876	100.00%		
Golf	29,091	34,634	5,543	19.05%		
Facilities	227,586	243,724	16,138	7.09%		
Grounds Maintenance	1,296,154	1,333,872	37,718	2.91%		
Vehicle Maintenance	86,250	79,022	(7,228)	-8.38%		
General Maintenance	647,450	631,213	(16,237)	-2.51%		
Utilities	844,866	841,708	(3,158)	-0.37%		
Contingency	15,000	0	(15,000)	-100.00%		
<i>Additional Cash Flow</i>	0	(0)	(0)	0.00%		
TOTAL EXPENSES	\$4,687,416	\$ 4,882,815	\$ 195,398	4.17%		
RESERVE & CAPITAL FUNDS:						
Reserve Component of Regular Assessments	\$	1,295,484			\$ 89.00	\$ 3.00
Capital Component of Regular Assessments	\$	-			\$ -	\$ -
TOTAL RESERVE & CAPITAL COMPONENT OF REGULAR ASSESSMENTS	\$	1,295,484				
GRAND TOTAL OPERATING EXPENSES, RESERVE AND CAPITAL FUNDS	\$	6,178,299				
TOTAL REGULAR ASSESSMENT					\$380.00	\$ -

* 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 III Reserve Study (Financial 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 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, 2017, the estimated ending reserve fund balance is \$2,623,118 and the estimated current replacement cost is \$9,803,479 for the portfolio of reserve components. The projected future replacement cost of the portfolio is \$13,003,283, 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 49.14%. This is referred to as Percent Funded. The Association would be 100.00% funded if there were \$5,338,299.00 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 \$2,238.40. This is calculated by subtracting the ending balance (\$2,623,118) from the 100% funded figure (\$5,338,299.00), 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 \$107,957 per month starting in 2018 (\$89.00 per unit per month for each of the 1213 ownership interests) towards the reserve fund. To offset the future cash shortfall we recommend and have included increases of 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, 2.80% starting in 2025 for 1 year, 2.73% starting in 2026 for 1 year, 2.65% starting in 2027 for 1 year and 2.00% starting in 2028 for 1 year. The increase is scheduled to take effect in the year 2019. 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, 2017 through June 30, 2018

Location	Estimated Useful Life	Estimated Remaining Useful Life	Estimated Current Replacement Cost	Fund Balance on Jul 01, 2017	Estimated Reserve Allocation	Uniquely Sourced Revenue	Estimated Interest
A Other	0 to 50	0 to 5	\$384,142	\$330,863	\$163,403.95	\$0.00	\$3,041.59
Administration	1 to 40	0 to 15	\$150,114	\$56,602	\$27,954.31	\$0.00	\$520.34
CH-El Saguaro	5 to 40	0 to 30	\$1,281,594	\$257,601	\$127,221.74	\$0.00	\$2,368.10
CH-La Palma	5 to 40	0 to 29	\$1,504,558	\$386,951	\$191,104.12	\$0.00	\$3,557.20
Golf Course	1 to 40	0 to 23	\$2,158,435	\$445,675	\$220,106.42	\$0.00	\$4,097.05
Laundry	8 to 20	0 to 17	\$77,360	\$25,303	\$12,496.46	\$0.00	\$232.61
Maintenance	7 to 25	0 to 12	\$393,615	\$153,844	\$75,979.26	\$0.00	\$1,414.27
Sat (A)	5 to 40	0 to 21	\$211,239	\$44,714	\$22,083.16	\$0.00	\$411.05
Sat (all 6)	10 to 12	0 to 7	\$49,260	\$32,457	\$16,029.76	\$0.00	\$298.38
Sat (B)	5 to 40	0 to 21	\$191,546	\$44,898	\$22,173.77	\$0.00	\$412.74
Sat (C)	5 to 40	0 to 17	\$192,349	\$45,001	\$22,224.52	\$0.00	\$413.69
Sat (D)	5 to 40	0 to 21	\$196,228	\$44,382	\$21,918.81	\$0.00	\$408.00
Sat (E)	5 to 40	0 to 21	\$197,548	\$37,440	\$18,490.62	\$0.00	\$344.18
Sat (F)	5 to 40	0 to 22	\$208,709	\$44,071	\$21,765.59	\$0.00	\$405.14
Shack, Golf	10 to 40	0 to 8	\$9,013	\$3,347	\$1,653.16	\$0.00	\$30.77
Shack, Guard	5 to 40	0 to 24	\$64,127	\$12,413	\$6,130.38	\$0.00	\$114.11
Streets	5 to 25	0 to 24	\$2,279,690	\$551,804	\$272,520.60	\$0.00	\$5,072.68
Vehicle	5 to 7	0 to 4	\$253,954	\$105,270	\$51,989.65	\$0.00	\$967.73
Taxes				\$481	\$237.70	\$0.00	\$4.42
Totals:			\$9,803,479	\$2,623,118	\$1,295,484.00	\$0.00	\$24,114.06

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



Assessment and Reserve Funding Disclosure Summary For the Fiscal Year Ending June 30, 2018

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

(1) The regular assessment per ownership interest is \$ 380 per month, of which approximately **\$89.00** 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:
3.37% 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, 2.80% starting in 2025 for 1 year, 2.73% starting in 2026 for 1 year, 2.65% starting in 2027 for 1 year and 2.00% starting in 2028 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 **\$5,380,947.35**, as of **June 30, 2018**, 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 **\$3,034,593.04**, resulting in reserves being **56.40%** percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is **\$908,120**. (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, 2018

(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, 2017 - June 30, 2018							
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
2017	\$5,338,299	\$2,623,118	49.14%				
2018	\$5,380,947	\$3,034,593	56.40%	\$1,319,595	\$89.00		\$908,120
2019	\$5,056,434	\$3,071,695	60.75%	\$1,363,579	\$92.00	3.37%	\$1,326,477
2020	\$5,339,680	\$3,760,885	70.43%	\$1,413,622	\$95.00	3.26%	\$724,432
2021	\$5,725,088	\$4,588,437	80.15%	\$1,465,297	\$98.00	3.16%	\$637,746
2022	\$5,984,807	\$5,298,744	88.54%	\$1,515,866	\$101.00	3.06%	\$805,558
2023	\$5,141,555	\$4,727,294	91.94%	\$1,554,177	\$104.00	2.97%	\$2,125,627
2024	\$5,542,042	\$5,626,669	101.53%	\$1,606,064	\$107.00	2.89%	\$706,688
2025	\$5,848,119	\$6,431,082	109.97%	\$1,657,521	\$110.00	2.80%	\$853,108
2026	\$5,808,206	\$6,794,677	116.98%	\$1,704,835	\$113.00	2.73%	\$1,341,241
2027	\$5,209,883	\$6,409,393	123.02%	\$1,744,703	\$116.00	2.65%	\$2,129,987
2028	\$5,444,696	\$7,105,589	130.50%	\$1,784,796	\$118.32	2.00%	\$1,088,600
2029	\$5,251,906	\$7,179,710	136.71%	\$1,785,793	\$118.32	0.00%	\$1,711,673
2030	\$5,594,987	\$7,946,505	142.03%	\$1,793,135	\$118.32	0.00%	\$1,026,340
2031	\$5,912,018	\$8,608,283	145.61%	\$1,799,765	\$118.32	0.00%	\$1,137,987
2032	\$6,129,403	\$9,111,950	148.66%	\$1,804,843	\$118.32	0.00%	\$1,301,176
2033	\$6,482,101	\$9,813,582	151.40%	\$1,811,743	\$118.32	0.00%	\$1,110,111
2034	\$6,800,588	\$10,415,777	153.16%	\$1,817,777	\$118.32	0.00%	\$1,215,582
2035	\$6,947,460	\$10,694,841	153.94%	\$1,820,689	\$118.32	0.00%	\$1,541,625
2036	\$7,295,068	\$11,237,809	154.05%	\$1,825,982	\$118.32	0.00%	\$1,283,015
2037	\$7,387,499	\$11,213,099	151.78%	\$1,825,973	\$118.32	0.00%	\$1,850,683
2038	\$6,940,211	\$10,074,468	145.16%	\$1,815,106	\$118.32	0.00%	\$2,953,736
2039	\$7,066,148	\$10,084,610	142.72%	\$1,814,728	\$118.32	0.00%	\$1,804,586
2040	\$7,623,285	\$10,701,926	140.38%	\$1,820,619	\$118.32	0.00%	\$1,203,302
2041	\$8,095,592	\$11,098,480	137.09%	\$1,824,657	\$118.32	0.00%	\$1,428,103
2042	\$8,153,711	\$10,776,425	132.17%	\$1,821,751	\$118.32	0.00%	\$2,143,806
2043	\$8,617,794	\$11,074,319	128.51%	\$1,824,458	\$118.32	0.00%	\$1,526,564
2044	\$9,339,837	\$11,729,156	125.58%	\$1,830,826	\$118.32	0.00%	\$1,175,989
2045	\$8,605,199	\$9,538,008	110.84%	\$1,810,205	\$118.32	0.00%	\$4,001,353
2046	\$9,149,233	\$9,635,881	105.32%	\$1,810,226	\$118.32	0.00%	\$1,712,353
2047	\$9,628,532	\$9,657,615	100.30%	\$1,810,474	\$118.32	0.00%	\$1,788,740
30-Year Sum:				\$51,598,803			\$44,564,306





OUTDOOR RESORT

PALM SPRINGS

Insurance Summary

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.

Name of Insurer	Type of Insurance	Policy Number	Limits of Liability		Deductible
Philadelphia Indemnity Insurance Company	Property	PHPK1520329	Property	\$7,330,642	\$1,000
			Personal Property/Contents	\$818,800	
			Business Income	\$200,000	
			Inland Marine	\$252,868	
Philadelphia Indemnity Insurance Company	General Liability	PHPK1520329	General Aggregate:	\$2,000,000	NONE
			Per Occurrence	\$1,000,000	
			Personal & Advertising Injury:	\$1,000,000	
			Products/Completed Operations:	\$2,000,000	
			Rented	\$100,000	
			Medical Expense. (1 person):	\$5,000	
Philadelphia Indemnity Insurance Company	Auto	PHPK1520329	Hired & Non-Owned Auto:	\$1,000,000	NONE
	Auto		Liability Limit	\$1,000,000	
	Auto		Uninsured/Underinsured	\$1,000,000	
Philadelphia Indemnity Insurance Company	Crime Coverage	PHPK1520329	Employee Theft	\$4,000,000	\$5,000
	Crime Coverage		Fund Transfer Fraud	\$500,000	\$1,000
Philadelphia Insurance	Umbrella Policy	PHUB548251	Aggregate Limit:	\$10,000,000	NONE
Ins. Co. of the West	Earthquake Insurance	XH0500873905	Limit	\$8,149,442	10%/\$50,000
Liberty Insurance	Directors and Officers Liability	CAP0245230215	Aggregate Limit:	\$1,000,000	\$5,000
Great American	Workers Compensation	WC406716501	Aggregate Limit:	\$1,000,000	None

*This Summary of the Association's policies of insurance provides only certain information, as required by subdivision (f) 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 2017-2018

SUMMER SEASON BOARD MEETINGS BY TELECONFERENCE (Dial 1-800-511-7985; Access Code 742-4450#)

Wednesday, April 26, Monday, July 10th, and Monday, September 11th. Meetings begin at 9:00 am.

BOARD REGULAR MEETINGS(1:00 pm, La Palma)

Monday, October 23
Monday, November 13
Monday, December 11
Monday, January 15
Monday, February 12
Monday, March 5
Monday, March 19

BOARD OFF-SITE ADVANCE: Monday, Nov 6 (Location TBD)

TOWNHALL MEETING: Friday, Nov 10, ES Ballroom, Noon

**ANNUAL MEMBERSHIP
MTG AND ELECTION:** Friday, March 9, La Palma Ballroom

COMMITTEE	DAY	TIME	MTG ROOM	NOV.	DEC.	JAN	FEB.	MAR	APR
Activities	2 nd Tues	2:00 pm	OL	14	12	9	13	13	No Mtg.
A&A	1 st Wed	1:00 pm	ER	8	6	10	7	7 & 28	No Mtg.
Communications	1 st Mon	10:00 am	WR	6	4	8 (2 nd Mon)	5	5	2
Facilities Planning	Thursday	2:00 pm	ER	2 & 16	7	4 & 18	1 & 15	1 & 15	5
Finance	Wed	2:00 pm	ER	8	6	10	7 & 28	14	No Mtg.
Golf	1 st Tues	1:00 pm	OL	7	5	9 (2 nd Tues)	6	6	3
Health & Fitness	1 st Tues	10:30 am	WR	7	No Mtg.	2	6	6	No Mtg.
Landscape	3 rd Wed	Noon	TBD	15	20	17	21	21	18
Marketing	Varies	1:30 pm	OL	1	5	9	6	1	No Mtg
Pickleball	1 st Wed.	11:00 am	OL – MPR	1	6	3	7	7	4
Safety & Security	1 st Fri.	2:00 pm	ER	3	1	5	2	2	6
Strategic Planning	1 st Tues	8:00 am	OL	7	5	9 (2 nd Tues)	6	6	3
Tennis	1 st Sat.	9:00 am	LP	4	2	6	3	3	7

**OUTDOOR RESORT PALM SPRINGS
BOARD OF DIRECTORS, 2017/2018**

		Term of Office
Brian Canfield	President	Appointed 11/2014 thru 3/2015 3/2015 thru 3/2018
Craig Wirch	Vice President	3/2016 thru 3/2019
Maryellen Muir	Vice President	9/2013 thru 3/2015 (2-yr term) 3/2015 thru 3/2018
Dede Loop	Secretary	3/2016 thru 3/2017 (1-yr term) 3//2017 thru 3/2020
Craig Wirch	CFO	3/2016 thru 3/2019
Ted Wilson	A&A Chair	3/2015 thru 3/2018
Bob Moore	Member	3/2016 thru 3/2019
Jim Waller	Member	3/2017 thru 3/2020

Board email: [Board of Directors@orps.com](mailto:BoardofDirectors@orps.com), or Board@orps.com, or, BOD@orps.com

Board Office Phone: (760)904-6643

Executive Assistant to Board: Susan Matthew

Board Office: Closes May 1, 2017; Opens October 2, 2017

**BOARD OF DIRECTORS
COMMITTEE LIAISON ASSIGNMENTS, 2017-2018**

Committee	Board Liaison	Board Liaison Backup
A&A	Ted Wilson	None
Activities	Maryellen Muir	Dede Loop
Bingo	Bob Moore	None
Communications	Dede Loop	Maryellen Muir
Facilities Planning	Craig Wirch	Jim Waller
Finance	Craig Wirch	Jim Waller
Golf	Craig Wirch	Dede Loop
Health & Fitness	Dede Loop	Maryellen Muir
Landscape	Dede Loop	Bob Moore
Marketing	Jim Waller	Maryellen Muir
Pickleball	Maryellen Muir	Craig Wirch
Safety & Security	Bob Moore	Dede Loop
Tennis	Bob Moore	Jim Waller
Nominating	Maryellen Muir	Dede Loop

Summer Closing Schedule

Reduced Amenity Operating Hours

May through October

2017

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.

Front Office

The Front office will be open

Monday – Friday 9:00 am – 3:00 pm.

Saturday & Sunday 9:00am- 2:00 pm

Clubhouse

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 May 31st 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.

Clubhouse Restrooms at El Saguaro will remain open.

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. It may need to be closed intermittently due to maintenance. Notices will be posted at these locations. – 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 May 31st 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

2017

Mail Offices

Window service will be available only at the La Palma Post Office

Monday – Friday from 1pm – 3pm.

Closed on Saturday and Sunday

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

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

FitnessCenter

Open Daily – 5am-10pm Proximity Card Required

BoardOffice

Closed May 1, 2017 and will reopen approximately October 2, 2017.

Owners Lounge

Open from 7am – 10 pm.

TrashCollection

Beginning May 31, 2017 trash pick-up will be on Monday and Friday only. Pick up is after 9:00 am, the truck will make one pass through the resort. IT WILL NOT COME BACK AROUND.

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 Administration Building.

Back 9 Course will be closed beginning May 31, 2017.

Golf Course will be closed for scalping and over seeding starting Monday October 2nd and will reopen Saturday, November 4th. Some holes may be closed for maintenance purposes at other times.

OUTDOOR RESORT - PALM SPRINGS

Vendor List 2017

ARTIFICIAL TURF

Roger Baker	909-503-7629
Ray Duff	760-567-8772
Estate Greens	310-345-9709
Vintage Landscape	760-540-4742

AWNINGS

CMS RV Awnings	855-268-3728
ORPS Store	760-328-3834 Ext. 254

CEMENT / MASONRY

CTI of the Desert	760-324-3033
Eddie Ortiz Masonry	760-408-8791
Ray Duff Masonry	760-567-8772
Jamie Garcia	760-668-7302

CEMENT RESURFACING

All Valley Deck Works	760-340-9335
CTI of the Desert	760-324-3033

ELECTRICAL

Armco Electric	760-808-1017
Desert Palms Electric	760-895-1641
La Salle Lighting & Solar	760 328-1088
Earl's Electric	760-861-5325

ENCLOSURE/STEPS/TRELLIS

Ray Duff Masonry	760-567-8772
Jamie Garcia	760-668-7302

GOLF CART INSURANCE

Breitfeller Insurance	760-770-9300
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GOLF CART REPAIR

A1 Custom Golf Cars	760-779-4777
Dynamic Golf Carts	760-342-0315
Elias Mobile Golf Car Repair	760-898-1440

RV CLEANING

Country Club Carpet Cleaning	760-774-2889
Superior RV Coach Cleaning	760-972-7817

RV DEALERS

McMahon's RV	760-200-2311
Mike Thompson	760-324-3651
RV Super Center	951-699-7380

RV RENTALS & MAINTENANCE

Desert Cities Sales and Rental	760-424-8455
Patty Schwartz	714-771-8442
Phil Hahn & Assoc.	714-287-7142

RV REPAIR

Don Fleming	760-328-3957
Sundance RV	760-408-2836

RV STORAGE

Date Palm Storage	760-770-8700
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RV WASH/WAX

RV Wash & Wax	760-408-5179
Sergio's RV Wash & Wax	760-989-9226
Watmex Mobile Detailing	760-844-0877

PROPANE

Aguirre's Propane	760-342-1645
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PEST CONTROL

Dewey Pest Control	760-343-2912
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WINDOW TREATMENT

RV Sun Shade Inc.	909-201-3215
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This is a list of area vendors and is strictly distributed as a courtesy to our owners and guests. In no way does it endorse or promote any particular business.

LOT LANDSCAPE MAINTENANCE

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

Alfredo Chavez	760-534-8561
Arguimiro Rodriguez	760-673-6399
Blue Sky Landscaping	760-202-3520
Desert Flower Landscaping	760-399-6266
Jorge Arana	760-443-3672
Jose Valdez	760-835-3963

Jose's Gardening	760-641-4571
Juan Hedrnandez	760-404-9930
Lucio's Landscaping	760-272-5232
Uriel Valencia	760-327-7235
Vintage Landscape	760-345-8581



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 27, 2017.

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 payable 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

2017 - 2018 ANNUAL BUDGET REPORT AND ANNUAL POLICY STATEMENT

I. ANNUAL BUDGET REPORT

1. The Board of Directors does not, at this time, anticipate the need to apply a special assessment during the course of the 2017-2018 fiscal year to repair, replace, or restore any major component or to provide adequate reserves therefore. However, the Board reserves the right to approve a special assessment for unplanned major expenses in the upcoming year. The Board of Directors has not deferred or eliminated any repairs or replacements of any major reserve components. At the present time, the Board of Directors uses that portion of the monthly assessments allocated to reserves as its mechanisms to fund reserves.

2. OUTSTANDING LOAN STATEMENT

The Association does not have any outstanding loans.

3. SUMMARY OF ASSOCIATION'S RESERVES PER CIVIL CODE 5565

This mailing provides a summary of the current state of the Association's reserves. Upon request, the full copy of the reserve study is available to members of the Association.

II. ANNUAL POLICY STATEMENT

1. NOTICES

A. Member Right to Obtain Minutes of Board Meetings. The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any meeting of the Board of Directors, other than an Executive Session, shall be available to members within 30 days of the meeting. Thereafter, minutes may be obtained in the Association administration office upon payment of the Association's costs for providing such copies.

B. Delivery of Notice(s) to Association. Any document required to be delivered to the Association pursuant to *the Davis-Stirling Common Interest Development Act* and/or any other official document shall be addressed to:

***Outdoor Resort Palm Springs Owners Association
Attn: Clint Atherton, General Manager
69411 Ramon Road
Cathedral City, CA
92234
catherton@orps.com***

C. Member Addresses for Delivery of Notices. A member may submit a request to have notices sent to up to two (2) different specified addresses, pursuant to the *Davis-Stirling*

Common Interest Development Act of the California Civil Code.

D. General Notices to Members. The Civil Code also requires that the membership be notified of the designated area for the posting of general notices. General notices (including meeting notices and agendas) are posted on the bulletin board adjacent to the Board office in the La Palma Clubhouse. However, be advised that all owners have the option to receive general notices by individual delivery upon written notification, provided that the request is made in writing and mailed to the Association in a manner that indicates the Association has received it.

E. Right to Individual Delivery. A member has the option to receive General Notices by individual delivery upon written request to the Association in accordance with the *Davis-Stirling Common Interest Development Act of the California Civil Code*.

F. Notice of Right to Receive Collection Notices at Secondary Address. Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices to the secondary address provided. The owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The 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.

G. Overnight payments. 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**

2. DISCIPLINE POLICY STATEMENT

The Association's Discipline Policy is attached hereto as **Exhibit A**.

3. ARCHITECTURAL SUBMISSION FOR EXTERIOR MODIFICATIONS

Full details of the modification process are contained within the Association's Architecture and Aesthetic Rules (the pertinent sections of which are attached hereto as **Exhibit B**) and all necessary forms can be obtained at the Association's office.

4. NOTICE REGARDING ASSESSMENT DISPUTE 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).

Exhibit A

OUTDOOR RESORT OWNERS ASSOCIATION ENFORCEMENT PROCEDURE

The entities engaged in enforcing the Association's CC&Rs, Bylaws, Articles of Incorporation, Architectural Guidelines, and Rules and Regulations (hereafter, collectively, *Governing Documents*) are:

Board of Directors — The Board of Directors is charged with overseeing the enforcement of the Association's Governing Documents and working with the Architectural and Aesthetic Committee. It has the authority to conduct violation hearings for violations, impose special individual assessments, including but not limited to fines, and cause violations to be remedied. The Board of Directors, in its sole discretion, may review any committee or panel decision and thereafter modify any ruling in the Board's discretion regardless of an appeal from a Member, provided, however, that it gives notice to the Member and committee within seven (7) business days of the panel's/committee's date of its Ruling Notice.

Architectural and Aesthetic Committee — The Architectural and Aesthetic Committee (hereafter the "Architectural Committee") is charged with primarily reviewing and approving proposed landscape and architectural modifications and promulgating Architectural and Aesthetic Rules (hereafter "Architectural Rules").

For the purposes of this Enforcement Procedure, the following definitions shall apply:

- The term *violation* shall mean and include any failure to follow and/or observe the Association's Governing Documents.
- The term *recurring violation* shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once. Examples of recurring violations are: (1) parking in a staging area in excess of the time allowed, but moving it and subsequently parking it, but again violating the parking restrictions; (2) violation of leash rules regarding pets on more than one occasion; or (3) speeding or other motor vehicle violations on more than one occasion.
- The term *continuous violation* shall mean any violation of the Association's Governing Documents which is ongoing and has not ceased for a period of time in excess of seventy-two (72) consecutive hours. Examples of continuous violations are: (1) a poorly-maintained planter or (2) retaining an improvement on the Owner's lot in violation of the Architectural Rules. Upon the Owner's curing the violation, the Board of Directors may, but is not obligated to, waive any portion or all of the monetary fine imposed for a continuous violation.

The Enforcement Procedure related to any disciplinary action shall be as indicated below. For enforcement of the Governing Documents related to parking violations unrelated to disciplinary action against the Owner, such as towing, the enforcement procedures may begin at Step 5.

STEP 1) INITIATION.

- If a **Violation Report** (Exhibit 1) is completed by a homeowner, a Board member, Association Manager, Architectural Committee member, or another designated representative of the Association, the Violation Report will be verified as set forth in Step 2.
- If a **Citation** (Exhibit 2) is issued by security personnel for a non-architectural violation, verification shall be deemed accomplished by the issuing officer and Step 2 may be skipped. [Note: The Citation forms may be printed as an NCR Form in triplicate (copies for homeowner, Association/ homeowner file and security), as appropriate.]

STEP 2) VERIFICATION

Verification of a Violation Report for non-architectural violations is accomplished by a review of the Association's Governing Documents and/or inspection by the Association Manager, Board of Directors, appropriate committee or other designated Association representative. Verification of a Violation Report for architectural violations is accomplished by a review of the Association's Governing Documents and/or inspection by the Architectural Committee. *Violation* shall be defined as an act in direct conflict with the Association's Governing Documents, and/or local, county or state requirements.

STEP 3) DOCUMENTATION

a) FOR NON-ARCHITECTURAL VIOLATIONS

- i) The Board has the following three options for enforcing non-architectural violations:
- A **Warning Notice** (Exhibit 3A) is completed by the Association Manager or his/her designated representative and forwarded to the violating homeowner (hereinafter *Violator*). At the discretion of the Board or Association Manager, this step may be skipped if, based on the seriousness of the violation, more immediate action is warranted; or
 - If the violation persists after the Warning Notice has been issued OR if the Board or Association Manager determines to proceed directly to a **Violation Notice**, said Violation Notice (Exhibit 4A) is sent to the Violator, stating a deadline by which to cure the violation; or
 - If the seriousness of the violation warrants immediate action, an **Expedited Hearing Notice** (Exhibit 6) is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
- ii) If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** (Exhibit 5) will be sent to the Violator, setting forth the date, place and time upon which the Violator may be heard before the Board of Directors.
- iii) Failure to (1) appear at any hearing, and/or (2) comply with the **Violation Notice** could result in immediate discipline including, but not limited to, imposition of a Special Individual Assessment, and/or suspension of voting and common area privileges, including use of the recreational facilities. Association must give at least fourteen (14) days written notice of the hearing to the Violator before any action is taken, pursuant to *Civil Code § 1363* and the Association's Governing Documents.

b) FOR ARCHITECTURAL AND LANDSCAPE VIOLATIONS

- i) Examples of architectural violations are:
- (1) Owner of the property has not submitted the requisite application, related documents and plans and/or the requisite fees to the Architectural Committee, or the Board of Directors, if appropriate, or secured requisite written approval from the Association.
 - (2) Owner of the property has obtained prior approval but has not complied with the approved final plans and specifications of the proposed work.
 - (3) Owner has failed to maintain his/her/its lot and/or landscaping areas which Owner is responsible to maintain.
- ii) The Board has the following three options for enforcing architectural violations:
- A **Warning Notice** (Exhibit 3B) is completed by the Association Manager and forwarded to the violating homeowner (hereinafter *Violator*). At the discretion of the Board or Association Manager, this step may be skipped, and the Association may proceed directly to a **Violation Notice** or an **Expedited Hearing Notice**; or
 - If the violation persists after the Warning Notice has been issued OR if the Board or Association Manager determines to proceed directly to a **Violation Notice**, said Violation Notice (Exhibit 4B) is sent to the Violator, stating a deadline by which to cure the violation; or
 - If the seriousness of the violation warrants immediate action, an **Expedited Hearing Notice** (Exhibit 6) is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
- iii) If a Violation Notice is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** (Exhibit 5) will be sent to the violating homeowner, setting forth the date, time, and place where the Violator may be heard before the Board of Directors.
- iv) Failure to: (1) appear at any hearing; and/or (2) comply with a written **Violation Notice** could result in immediate discipline including, but not limited to, imposition of a Special Individual Assessment and/or suspension of voting and common area privileges, including use of the recreational facilities. Association must give at least fourteen (14) days written notice of the hearing to the Violator before any action is taken, pursuant to *Civil Code § 1363* and the Association's Governing Documents.

STEP 4) HOMEOWNER HEARING PROCEDURE

a) **Findings of Fact and Recommended Action:** The Board of Directors must make specific findings as it relates to the violation of the Governing Documents, noting them on the **Homeowner Hearing Procedure form** (Exhibit 7) and **Ruling Notice form** (Exhibit 8) with the facts which support its decision. The decision of the Association and action recommended/taken should also be noted on Exhibit 7. **NOTE:** If no violation is found, then no remedy is required, and the Association would then issue a Ruling Notice pursuant to Step 4.E below.

b) **Remedies of the Board of Directors.** If it is determined a violation has taken place, the Board of Directors may take any or all the following actions:

i) **Impose Special Individual Assessment** — Even if the violation is not of a continuing nature and does not lend itself to a self-help remedy, the Board of Directors still has the authority to impose a Special Individual Assessment for failure to comply with the provisions of the Governing Documents. The Board of Directors may only impose a Special Individual Assessment after providing notice and hearing to a Violator, pursuant to the minimum requirements set forth herein. The following Special Individual Assessment structure is based upon a reasonable determination of the costs (i.e. attorneys' fees, property management fees, etc.) expended by the Association in performing its functions in enforcing the Governing Documents, as well as the imposition of appropriate sanctions for violation of said Governing Documents.

The Special Individual Assessment structure is detailed in Paragraph 4.D below.

2. **Right and Authority to suspend voting rights, common area privileges, use of the recreational facilities** and/or any other privilege of any Member or Person deriving rights from any Member for a period not to exceed thirty (30) days for each violation of the Governing Documents and/or for any period during which the Member is delinquent in the payment of any assessment, fine or monetary penalty, or as otherwise provided in the Governing Documents.

3. **Self-Help Remedy for Continuing Non-Architectural Violations** — If the violation of the Governing Documents continues and can be cured through a self-help remedy, the Board has the right to demand correction of the continuing violation and a date certain upon which a homeowner must comply (a reasonable period of time shall be given to the homeowner) via the Notice of Ruling. The Notice should further indicate that if the homeowner fails to comply within the time provided by the Association, the Association would bring the homeowner into compliance and charge the cost of same to the homeowner as a Special Individual Assessment.

4. **Self-Help Remedy for Continuing Architectural Violations** — If it is determined a violation has taken place, the Board of Directors shall make findings of fact and request corrective action (removal, replacement, repair and/or modification) by the Violator. If corrective action is not taken by the Member and the violation can be cured through a self-help remedy, the Ruling Notice shall further indicate that if the Member fails to comply within the time provided, the Board of Directors shall bring the Member into compliance and charge the cost of same to the Member as a Special Individual Assessment. **However, any demand letter which requires the Association to go onto a Members' property to rectify the violation should be reviewed and sent by Association's counsel.** *For example, if a homeowner's lot landscaping is becoming an eyesore for lack of maintenance, the Association can provide written notice to the violating homeowner that he/she must provide the appropriate maintenance and that he/she is in violation of the Governing Documents. The Notice would further provide that the owner has a specific (and reasonable) period of time to correct the deficiency. If the owner fails to correct said deficiency within the specified time given by the Association, the Association could then proceed with the maintenance and charge the cost to the homeowner as a Special Individual Assessment.*

5. **Other Potential Remedies / Sanctions** — Notwithstanding anything set forth herein, the Board of Directors in its discretion shall have the power to require any other applicable remedy and/or sanction for as long as it deems necessary, provided, however, that said remedy / sanction is in accord with the Association's Governing Documents and law. If the violation is of such a serious nature that potential legal action is contemplated, the Association's general counsel should be consulted for determination whether Internal Dispute Resolution ("IDR") and/or Alternative Dispute Resolution ("ADR") should be offered to the Violator (as well as consideration of other potential remedies).

c) **Ruling Notice.** Regardless what remedy the Board chooses to take, even if no violation is found, the Association must mail to the Violator a **Ruling Notice** (Exhibit 7) within fifteen (15) days after the date of hearing. If it is ruled that a Special Individual Assessment shall be imposed against the Violator, then the Board must give notice of the ruling to the Violator and request payment of such assessment within thirty (30) days after the Ruling Notice is mailed. This is to be recorded in the Executive Session minutes or regular minutes, whichever is applicable.

d) **Special Individual Assessment Structure.** If any Member's failure to comply with the provisions of the Governing Documents results in the Association's expenditures of monies or incurs costs related to the action or non-action of a Member, the Association may levy a Special Individual Assessment against such Member. Additionally, the Association may levy fines as Special Individual Assessments consistent with Tables 1 and 2 below. The amount of the Special Individual Assessments may be amended from time to time by the Board of Directors. The present structure of the Association for Special Individual Assessments for violations of the Governing Documents shall be as follows:

Table 1: Special Individual Assessments for Violation of the Governing Documents	
First Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$200.00
Recurring Violation for a Second Time	Costs incurred by the Association, if any, as well as a monetary fine up to \$300.00
Recurring Violation for a Third or More Times	Costs incurred by the Association, if any, as well as a monetary fine up to \$500.00 plus possible legal action
Continuous Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$500.00 PLUS an amount up to \$40.00 per day from the date of the first notice of violation until violation is cured.

In addition to the Special Individual Assessments described in Table 1 above, the Board of Directors may levy the following Special Individual Assessments for architectural application violations, which may be added to any Special Individual Assessments.

Table 2: Special Individual Assessments for Architectural Application Violations	
Special Individual Assessments for commencing Architectural Improvement without · Architectural Committee Approval and/or · Submitting Application (even if Improvement is within Guidelines)	Up to \$1,000.00 plus legal costs and any other remedies available to the Association
Special Individual Assessments for failure to follow submitted plans and specifications and/or make corrections upon notice	Up to \$1,000.00 plus legal costs and any other remedies available to the Association

e) **Collection of Special Individual Assessments.** Pursuant to the Association's collection policy and the CC&Rs, if a Special Individual Assessment was levied for failure to comply with the Governing Documents or for costs incurred by the Association in repair of damage to the Common Areas and is not paid within thirty (30) days after mailing the Ruling Notice, then the Board may suspend the Owner's voting and/or common area privileges after notice as set forth in the collection policy.

STEP 5) TOWING OF IMPROPERLY PARKED VEHICLES

The towing of improperly parked vehicles relates to enforcement of the Governing Documents, unrelated to disciplinary action against an Owner. Accordingly, the Association has the right to tow vehicles without proceeding through Steps 1 through 4 above and, pursuant to California *Vehicle Code* §22658.2, the Association may have any improperly parked vehicles removed and towed to the nearest public garage. Prior to any towing, the Association shall place a written notice on the violating vehicle, enumerating that the vehicle will be towed to a public garage unless the vehicle is moved within four (4) hours. (Prior notice is not required if the violating vehicle is parked in a marked fire lane, within fifteen feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or in a manner which interferes with any entrance to or exit from ingress or egress in and to the subdivision or any residential unit.) In such an event, the Association shall not be liable for any damages incurred by the vehicle owner because of the removal of a vehicle or for any damage to the vehicle caused by the removal, including without limitation the charge for towing and storage of the vehicle by the towing company, the cost of which shall be the responsibility of the owner of the vehicle.

EXHIBIT B

SECTION 1 GENERAL (Revised 10.26.15; 01.16.17)

- A. Before any transfer of title, the Owner/Seller must bring the lot into compliance with current A&A Rules. Any change done before the effective date of this rule (3-11-08) that fulfills the terms of an issued and approved permit and that complies with all rules and regulations in force on the date the permit was issued, will be considered to be in compliance.
- B. In order to maintain the high aesthetic quality of the Resort and to preserve the value of the property, all lots, RVs and landscaping must be kept neat and orderly as determined at the sole discretion of the A&A Committee or other designee of the Association as further described below.

RV's must be maintained in a first class road-worthy and well-kept condition as to both the general visual aesthetics of the RV and the specific elements of the RV listed below which are not inclusive of every element that may require repair. Any deterioration or neglect of the RV will be cited for remedial action as described in the Enforcement Procedure. By way of example and not limitation, the following elements of an RV must be repaired, replaced or restored:

- 1. Oxidized cladding/ fiberglass;
- 2. Fading paint, dents or scratches on sidewalls;
- 3. Obvious discoloration of exterior wall due to removal of decals;
- 4. Peeling, faded or deteriorated decals;
- 5. Peeling or deteriorated cap rails;
- 6. Faded, torn or missing awnings;
- 7. Cracked, loose or missing slide-out seals;
- 8. Cracked, missing or fogged windows and broken or missing seals;
- 9. Sagging door, rotting or failing wood, faded or deteriorated paint on front storage enclosure;
- 10. Sagging, deteriorating, rotting or failing steps, landings and/or ramps;
- 11. Broken or rotted wood or faded/deteriorated paint on skirting/lattice;
- 12. Road-worthy. For example, no flat or missing tires; towables are capable of being towed and self-propelled are capable of being driven.
- 13. RVs must be in compliance with California State laws.

In addition, remedial action will be required for the repair and/or removal of any deteriorating or unsightly personal property including, but not limited to patio furnishings of any type, vehicles, trash and/or debris, or any other personal property.

The A&A Committee or other designee of the Association will use the Inspection Criteria identified on Exhibit "F" to rate the condition of an RV in question. If an RV fails to satisfy any of the Criteria, the Owner will be required to make all identified repairs. In the event that the Owner fails to make the identified repairs, the Board of Directors may require, in its sole discretion, that the RV be permanently removed

EXHIBIT B

from the resort and mandate that it cannot be sold or transferred within the Resort or to a third party purchasing a Lot within the resort.

- C. Seasonal decorations in the Common Areas require the approval of the A&A Committee, or its designee. Holiday decorations may be displayed Thanksgiving through January 15th.
- D. In order to assure that modifications meet the A&A Rules, which govern the appearance of the Resort, permits are required for any construction, installation, renovation, or improvement done on any lot. All construction and improvements must be within the boundaries of the lot, as determined by the A&A Committee.
 - 1. Permits must be obtained for any improvement as established by CC&R Article 5, Section 1, including but not limited to:
 - a. Changes to a lot that affect the measured area of hardscape, softscape, or grass.
 - b. Construction of:
 - 1) Enclosures including relocation and installation of existing structures within the Resort.
 - 2) Steps, including relocation and installation of existing structures within the Resort.
 - 3) Trellises
 - 4) Golf Screens
 - 5) Planters or Borders
 - 6) Benches
 - 7) BBQ Backing
 - 8) Lot Number Lighting
 - 9) Electrical Permits
 - a) When an Owners turns in an application for work, they will be asked if there is any electrical work to be done. If not, the application will be noted *NO ELECTRICAL WORK REQUIRED*.
 - b) If yes (other than replacement of existing outlets or fixtures), the Owner or their representative will be told that before ORPS can issue a permit to proceed with the work, they must provide the Association office a copy of the Electrical permit from the City.
 - c) The Owner should first have the renovation approved by the A&A Committee and take a copy of the approval to the City to obtain a permit for work.
 - d) Prior to the City issuing a permit, they may require that another form (provided by the City) be signed by ORPS. If the Owner has the signed approval from the A&A Committee, the City form will be signed off by the A&A Chair, if required.
 - e) Once ORPS has the electrical permit from the City, ORPS will issue a permit for work to proceed. Owner will be informed that before we go for the final inspection, we must have a copy of the signed

EXHIBIT B

off permit from the City. A photocopy of the City's exemption from permit requirements for electrical repairs is maintained in the General Manager's Office.

- f) **NOTE:** In addition to the electrical work, if an Owner is building a retaining wall, a permit from the City will be required using the same steps listed above.

10) Other improvements as defined by the CC&R's.

- c. Planting trees, shrubs, bushes or hedges of any type. (Hedge: A boundary formed by a dense row of shrubs or low trees. (Merriam-Webster Dictionary)
- d. Removal of trees, hedges, shrubs, borders or planters that affect the measured area of softscape or grass on a lot.

2. Please see Architectural Application form attached hereto as Exhibit A and made a part hereof by this reference.

- E. To receive a permit for changes which do not follow the guidelines established in the A&A Rules, an application for a variance must be submitted to the A&A Committee and approved by the Board of Directors.
- F. Before a permit will be issued for any change to a lot that is not in compliance with all ORPS rules, regulations, and policies, the Owner requesting the permit must agree to bring the lot into compliance as part of the modification. Any work done before 3/11/08 that fulfills the terms of an issued and approved permit and that complies with all rules and regulations in force at the permit date, will be considered in compliance.
- G. These A&A Rules are a supplement to the CC&R's. There may be some use restrictions that are contained in the CC&R's that may not be specifically addressed in these A&A Rules. Accordingly, it is imperative that Owners review both this document and the Association's CC&R's, particularly Article VI, Use of Properties and Restrictions, for all necessary information governing the use of the lots and any modifications thereof.

***COLLECTION POLICY FOR
DELINQUENT ASSESSMENTS***

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***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.

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: _____



Owners Authorization for Overnight Lot Usage

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

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 _____

**Resort fee: \$10.00 per day. 3 day (\$30.00) minimum.
(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.

Return a completed form to:

**69411 Ramon Road
Cathedral City, CA 92234
Attention: Front Desk
Fax# 760-328-7852 or Email: reservations@orps.com**

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: _____ city state zip
Other Phone: _____

SUMMER MAILING ADDRESS: _____

Phone: _____ Cell: _____ city state zip
Other Phone: _____

E-Mail Address: _____

☐ ☐

I want my name, address, phone number and email address listed in the ORPS Owners Directory

Y N

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!

Date Mailed or Submitted: _____

Signature: _____



Approval Form for E-Mail Distribution of Association Disclosure Documents

Outdoor Resort Palm Springs is pleased to offer email distribution services to its members. By signing up for email 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 email 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:

- 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 email address will be accepted per property address. Signature forms may be scanned and e-mailed to Reservations@orps.com, faxed to (760) 328-7852 or returned by mail.

By signing below, you agree to receive the above referenced documents via email 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 email to Reservations@orps.com or faxed to (760) 328-7852, 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 my email address should change. I also understand that I have the right, at any time to have any documents [delivered by email 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.]



OUTDOOR RESORT

PALM SPRINGS

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

REQUEST FOR ANNUAL NOTICE OF ADDRESS, REPRESENTATIVE AND RENTAL STATUS (Civil Code section 4041)

Civil Code, §4041 requires each homeowner to provide the Association with the following information on an annual basis. This request for information is also required to be sent by associations to their members at least 30 days prior to making the Association's own Annual Budget Report disclosures under Civil Code §5300.

Please complete this form and return it to the Association within 30 days:

1. The address or addresses to which notices from the Association are to be delivered:

2. An alternate or secondary address to which notices from the Association are to be delivered:

3. The name and address of your legal representative, if any, including any person with power of attorney, or other person who can be contacted in the event of your extended absence:

4. Is the separate interest that you own (check one):

- ☐ Owner-occupied?
☐ Rented out?
☐ Developed, but vacant?
☐ Undeveloped?

☐ Check if you would like notices delivered to both your primary and secondary addresses.
(If not checked notices will be sent to your primary address)

NOTE: If an owner fails to provide the information set forth in sections 1 and 2, the property address of the Owner's Separate Interest (Lot) within the resort shall be deemed to be the address to which notices are to be delivered

- **If you have signed up to receive email correspondence, you will still receive all documents electronically.**

PLEASE RETURN THIS INFORMATION TO THE ASSOCIATION AT THE FOLLOWING ADDRESS:

Outdoor Resort Palm Springs Owners Association
Attn: Front Office
69411 Ramon Road
Cathedral City, CA 92234
Or via email to: reservations@orps.com



SPECIAL EVENTS

2017/2018

Tentative Schedule

Events will be added

Outdoor Resort Palm Springs

Friday	November 3,	Concert Under the Palms
Saturday	November 4,	Welcome Back Breakfast
Saturday	November 4,	Owners Welcome Dance
Wednesday	November 9,	Evening Craft Show
Friday	November 10	Johnny Cash Tribute
Saturday	November 11,	Potato Bake
Saturday	November 18,	Flea Market
Saturday	November 18,	Kenny and Brian Comedy Show
Thursday	November 23,	Thanksgiving Dinner
Saturday	December 2,	Ugly Sweater Party
Sunday	December 31,	New Year's Eve Dinner/ES
Saturday	January 6,	Jim Waller in Concert
Wednesday	January 10,	Ladies Luncheon
Saturday	January 13,	Pet Parade
Saturday	January 13,	Carnival Event
Saturday	January 20,	Rock Around the Clock
Saturday	January 27,	Golf Cart Parade
Sunday	January 28,	Elvis Presley Tribute
Monday	January 29,	Five Guy's Ribs by Dan
Saturday	February 3,	Nashville Gold Concert
Monday	February 5,	New Owners Reception
Saturday	February 10,	Valentines Dinner Dance
Wednesday	February 14,	Ladies Luncheon
Saturday	February 17,	Potato Bake
Sunday	February 18,	Picnic in the Neighborhood
Saturday	February 24,	Flea Market
Saturday	February 24,	Pickleball Farewell Party
Wednesday	February 28,	Big Star Night
Saturday	March 3,	Country Western

Sunday	March 4,	Big Star Night
Saturday	March 10	The Eagles Tribute
Wednesday	March 14,	Ladies luncheon
Saturday	March 17	Owners Farewell Dinner/Dance
Sunday	March 18,	Resorters Concert
Saturday	March 24,	Concert in the Park
Saturday	March 31,	Happy Trails Dance