Eldorado PROPERTY OWNERS' ASSOCIATION C/O ELDORADO COUNTRY CLUB 46000 FAIRWAY DRIVE INDIAN WELLS, CA 92210

August 19, 2022

Dear Eldorado Property Owner:

Enclosed is your copy of the Board Approved Operating and Reserve Budgets, and the annual statutory notices.

2022/2023 - Reserve Budget

Over the years, the community's reserves have been funded by our participation in real estate transactions for which our on-site team represents the buyer and/or seller. This has proven to be very beneficial to our community and has satisfied a large percentage of our capital reinvestment requirements. As was discussed last year, we are facing two large future projects that bring greater economic demands. Therefore, in the last fiscal year, we began ramping up our reserve contributions to meet the expected costs. You will recall that we plan to replace our irrigation infrastructure in 2026 and our community roads in 2027. The cost estimates for each project have increased by about 50% due primarily to dramatic increases in petroleum-based products (asphalt) and PVC materials (piping and related fixtures), as well as labor costs. The current estimate for the irrigation system is \$1.5M and road resurfacing is \$3.0M. These two projects will be reevaluated each year and the estimates will be updated accordingly. Based on the current estimates and to meet the challenge of existing inflationary pressures, the Board of Directors determined that it would be prudent to increase our reserve funding with a semi-annual charge of \$540 per owned lot beginning in January 2023. We anticipate that this charge will be adjusted each year over the next several years in reaction to the latest cost estimates for these two specific projects. We are hopeful for some decreases but must prepare ourselves for continuing increases in the current environment. We expect to be able to eliminate the project specific related charges in about five years following completion of the irrigation system upgrades and road replacement.

2022/2023 - Operating Budget

There will be no increase in non-reserve related dues for the 2022/2023 fiscal year. The Board and Management has diligently reviewed this budget to assure that operations are running efficiently, and they will continue to do so.

Eldorado PROPERTY OWNERS' ASSOCIATION C/O ELDORADO COUNTRY CLUB 46000 FAIRWAY DRIVE INDIAN WELLS, CA 92210

2022/2023 – Reserve Fund

The 2023 Reserve Study was completed by SCT Reserve Consultants, Inc. The Percent Funded is 62.38%.

Annual Association Notices:

Enclosed are the statutory notices provided to all lot owners. These documents include the following:

- Insurance Disclosure Form (Attachment A)
- Architectural Control Summary (Attachment B)
- Assessment and Reserve Funding Disclosure Summary (Attachment C)
- Notice of Alternative Dispute Resolution (Attachment D)
- Assessment Collection Policy (Attachment E)
- Notice Regarding Assessments and Foreclosure (Attachment F)
- Monetary Penalties Schedule (Attachment G)
- Notice of Right to Submit Secondary Addresses (Attachment H)
- Annual Policy Statement (Attachment I)
- Availability of Minutes (Attachment J)

On behalf of the Board of Directors and Management, we wish you a pleasant, safe, and healthy summer season.

Thomas Beeder

Thomas Becket, President Eldorado Property Owners Association



ELDORADO PROPERTY OWNERS ASSOCIATION

APPROVED BUDGET ON JULY 27, 2022

FOR FISCAL YEAR ENDING 9/30/2023

ELDORADO PROPERTY OWNERS ASSOCIATION APPROVED BUDGET FOR FISCAL YEAR ENDING 9/30/2023

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REVENUE:

- 1. Annual Dues will remain the same as last year at \$2,125 and will be billed semi-annually at \$1,062.50 per lot in June and December. Annual revenue for 242 lots is \$514,250.
- The Club Security budget for 2022/2023 is \$1,172,869. The property owners' portion is 70% of the total budget divided by 296 units (242 lots and 54 Cottages) which equals \$671,229. This is \$1,387 per lot semi-annually. This amount will be adjusted twice a year to actual Security Department expenses.
- Cable Fees are based on the December 2021 sixty-month contract with Spectrum at \$55.00 plus taxes and fees per home. There are currently 220 homes with cable services. Spectrum's contract includes internet, the Spectrum bronze channel listing, two HD receivers.
- Lot Maintenance is charged at \$2,565 annually. Currently there are three lots maintained by the landscape crew. This number is expected to go down due to home building.
- 5. No Construction over-run fees are budgeted.
- Interest income is earned from investments in CDs or Treasury Bills. Currently there is \$470,000 of operating funds invested. Due to the low interest rates currently at .01% the budget is set at \$736. As investments mature, they will be reinvested in T-Bills currently at 2.68%.
- The JOC Revenue is set by the 2010 Master Agreement. Certain EPOA expenses labeled "Joint Operating Costs" are reimbursed to EPOA in the amount of 34%. The Club pays 30% and the Cottages pay 4%.

JOINT OPERATING COSTS

COMPENSATION & BENEFITS:

 EPOA has 4 full time union landscapers. According to the union contract an hourly increase of \$.35 cents starts in June 2022. The next increase of \$.45 starts in June 2023. Union health insurance is \$769 per month per employee and increases to \$792 in December 2022. Union pension remains at 2.62 per hour.

REPAIRS & MAINTENANCE:

1. Budget based on historical costs. Any material Storm Channel or Street repairs are paid out of Reserve Funds, not Operating Funds.

GROUNDS MAINTENANCE:

1. Gasoline costs are budgeted for current inflation. Other items budgeted higher than last year also due to inflation.

NON-JOC EXPENSES (FULL RESPONSIBILITY OF EPOA)

GENERAL & ADMINISTRATIVE:

- 1. Bulk Cable costs are described above in the revenue section.
- 2. CPA fees were higher in 2021/2022 due to the new fiscal year and audits done for the both the June 30, 2021 year and the stub year September 30, 2021.
- 3. Legal Fees were higher in the 2020/2021 year due to the several projects undertaken by the Board. This did not reoccur in 2021/22 fiscal year but budgeted an increase in 2023 based on history.
- 4. Insurance costs are budgeted with a 3% increase. The current year policy ending March 2023 did not see an increase.

ECC SERVICES:

- 1. Security Service is described above under revenue.
- 2. ECC Management and Accounting Services are set by the Master Agreement signed in 2010. The monthly Management and Accounting Fees set at that time were \$2,643 and \$3,966 respectively. This has increased over the years based on the Riverside Country CPI Index. The increase for this budget is 2.2% bringing the new monthly charges to \$3,393 for Management Fees and \$5,065 for Accounting Fees.
- 3. Rent space at the Maintenance Building for the EPOA landscape crew is \$969 per month.

DEPRECIATION:

1. A change in the depreciation policy took effect in 2020. This policy will no longer capitalize any fixed assets already in the Reserve Study. This was changed to streamline the accounting process. Major Repairs and Replacements are paid from the Reserve Fund and expensed through that fund. The only instance when a fixed asset would be booked on the Balance Sheet is when a major asset is purchased or built that is not already part of the Reserve Study. The fixed assets currently shown on the Balance Sheet will remain until fully depreciated.

ELDORADO PROPERTY OWNERS' ASSOCIATION APPROVED BUDGET FOR 2022-2023

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	STUB YEAR	PROJ ACTUAL	BUDGET
	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	9/30/2021	9/30/2022	9/30/2023
REVENUE								AT 6/30/2022	
HOA- DUES	513,352	514,250	414,306	414,304	514,259	514,250	128,563	514,250	514,250
HOA- SECURITY			546,553	521,572	495,126	527,389	118,467	587,337	671,229
HOA- CABLE			140,855	128,472	129,098	136,470	36,026	148,690	153,306
HOA- LOT MAINTENANCE	16,669	16,886	13,769	8,819	7,196	2,565	1,283	8,334	6,413
HOA- CONST. OVER-RUN CHAI	RGE	15,915	133,500	201,000	21,000		-		-
INT- INTEREST INCOME	-	-	-	6,466	9,702	459	35	456	736
INTERCO- JOC REIMBURSEME	134,261	132,579	127,749	117,273	138,318	139,497	26,976	137,852	154,470
TOTAL REVENUE	664,282	679,630	1,376,732	1,397,906	1,314,699	1,320,630	311,350	1,396,919	1,500,405
EPOA MASTER AGREEMENT E		OC)							
COMPENSATION & BENEFITS:		404 500	400 242	425.254	474 220	462.000	22.400	462.050	404 222
GROSS WAGES UNION	195,744	184,588	189,342	125,254	171,230	162,809	33,406	163,950	181,333
BONUSES	-	-	-	11,488	-	5,473		5,485	2,000
PAYROLL TAXES	14,535	14,333	15,315	12,416	16,606	16,163	3,422	16,055	17,227
UNION HEALTH CARE	-	-	-	15,328	37,002	34,719	8,054	33,169	37,832
PENSION & BENEFITS	-	-	-	24,359	17,545	23,291	5,155	22,009	25,823
WORKERS' COMP	7,435	15,468	11,272	2,730	7,058	6,343	911	5,802	10,088
VACATION	-	-	-	13,030	9,060	9,571	1,986	9,314	9,006
SICK PAY	-	-	-	947	56	3,902	-	-	4,115
TOTAL COMPENSATION	217,714	214,389	215,929	205,553	258,557	262,271	52,934	255,784	287,424
REPAIRS & MAINTENANCE:									
BUILDINGS			_	_	2,028	8,647	1,588	999	1,200
STORM CHANNEL/DRY WELLS	44,483	47,446	27,913	8,303	2,028	308	1,566	3,850	1,200
ELECTRICAL	8,013	13,171	8,385	7,786	6,137	5,800	1,379	2,256	6,000
LANDSCAPE EQUIPMENT	3,433	5,093	3,489	4,086	8,720	4,657	3,343	4,493	4,800
SPRINKLERS	3,435	4,048	3,489	4,882	6,865	4,037 6,076	1,518	3,354	6,000
STREETS	1,593	1,000	4,172	4,002	8,564	3,865	1,510	4,125	9,600
TOTAL REPAIRS & MAINT.	60,627	70,758	47,895	25,057	32,314	29,353	7,828	19,077	27,600
	00,01	,	,				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
GROUNDS MAINTENANCE:									
GASOLINE	2,494	2,940	2,799	3,280	3,261	3,218	852	5,366	6,000
PLANTS & SEEDS	34,934	35,931	32,566	41,974	35,940	33,952	316	38,470	40,000
TREE TRIMMING	6,698	6,981	5,088	4,560	4,810	4,992	-	5,772	6,000
SAFETY SUPPLIES					471	2,864	47	2,269	1,200
SMALL TOOLS	2,243	2,503	2,944	2,059	1,021	2,959	80	2,440	3,000
DOG PARK IMPROVEMENTS				4,210	-		-		-
TOTAL GROUNDS MAINT.	46,369	48,355	43,397	56,083	45,503	47,985	1,295	54,317	56,200
CONTRACT SERVICES									
CONTRACT SERVICES	10,964	11,876	12,157	13,149	13,358	12,284	2,662	15,185	16,000
EQUIPMENT RENTAL	-	-	2,086	1,089	-		-		-
STREET SWEEPING	9,000	8,400	8,400	7,700	8,400	8,400	2,100	8,400	9,300
UNIFORMS	2,618	2,413	1,888	2,423	3,075	3,755	1,176	4,873	4,700
TOTAL CONTRACT SERVICES	22,582	22,689	24,531	24,361	24,833	24,439	5,938	28,458	30,000
	10 6 40	17 100	14 700	10 400	10 524	10.400	2 402	10 004	12.000
UTILITIES - ELECTRICITY	18,648	17,186	14,728	13,402	10,534	10,409	2,492	10,684	12,000
UTILITIES - WASTE DISPOSAL	16,364	18,494	19,385	26,055	27,522	25,391	6,284	25,885	28,800
UTILITIES - WATER	9,229	9,214	9,206	9,214	9,223	9,220	2,317	9,763	11,100
UTILITIES - TELEPHONE	1,214	1,216	1,128	894	887	1,214	252	781	1,200
TOTAL UTILITIES	45,455	46,110	44,447	49,565	48,166	46,234	11,345	47,113	53,100
TOTAL JOC EXPENSE	392,747	402,301	376,199	360,619	409,373	410,282	79,340	404,749	454,324
	552,747		570,133	200,015			, ,,,,,,		737,327

ELDORADO PROPERTY OWNERS' ASSOCIATION APPROVED BUDGET FOR 2022-2023

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	STUB YEAR	PROJ ACTUAL	BUDGET
	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	9/30/2021	9/30/2022	9/30/2023
NON-MASTER AGREEMENT	EXPENSE	S							
GENERAL & ADMINISTRATI	VE:								
BULK CABLE FEES	-	-	141,472	125,289	130,804	139,723	36,021	147,777	153,306
COMPUTER EXPENSE	-	833	1,483	1,161	1,304	3,763		2,240	2,400
SUPPLIES/PRINTING	11,157	3,560	2,460	6,961	7,386	10,060	297	2,650	6,000
POSTAGE	568	167	363	277	606	177	371	150	600
LICENSES & PERMITS	-	-	-	492	403				-
MEETING EXPENSE	2,138	2,183	1,000	1,945	463	205	-	806	1,000
CPA/TAX PREP/RESERVE STUE	18,019	19,319	17,345	12,936	12,585	15,273	8,266	12,090	13,200
BANK CHARGES	-	-	-	-	-	175		175	-
LEGAL	848	6,448	19,929	23,300	33,698	76,105	(1,228)	9,627	18,000
INSURANCE	14,406	16,735	18,166	13,159	14,799	17,011	4,544	18,020	18,225
PROPERTY TAX	-	-	-	553	633	575		587	1,200
REAL ESTATE OFFICE	-	-	-	4,640	-				-
TOTAL GENERAL & ADMIN	47,136	49,245	202,218	190,713	202,681	263,067	48,271	194,122	213,931
ECC SERVICES:			F4C 104	F 24 F 72	FOF 124	F37 200	110 460	567.060	671 220
SECURITY SERVICE	-	-	546,194	521,572	505,134	527,389	118,468	567,069	671,229
ECC MANAGEMENT SERVICE	34,073	34,562	35,895	37,332	37,332	37,332	12,269	39,912	40,710
ECC ACCOUNTING & PAYROLL	51,031	52,426	53,863	56,016	56,016	56,016	18,318	59,592	60,784
ECC RENT	11,628	11,813	12,393	11,628	11,628	11,628	2,907	11,628	11,628
TOTAL ECC SERVICES	96,732	98,801	648,345	626,548	610,110	632,365	151,962	678,201	784,352
NON CASH EXPENSES:									
BAD DEBT EXPENSE	-	-	129,000	201,000	22,090				_
DEPRECIATION	41,372	116,568	113,048	92,386	86,206	36,717	6,040	17,810	17,810
TOTAL NON-CASH EXPENSE	41,372	116,568	242,048	293,386	108,296	36,717	6,040	17,810	17,810
	,	220,000	,0				2,310	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
TOTAL NON-JOC EXPENSES	185,240	264,614	1,092,611	1,110,647	921,087	932,149	206,273	890,133	1,016,093
NET INCOME (LOSS)	86,295	12,715	(92,078)	(73,360)	(15,761)	(21,801)	25,737	102,037	29,988
	00,233	12,713	(32,070)	(73,300)	(13,701)	(21,001)	23,737	102,037	23,388

The purpose of the cashflow is to determine the annual dues increase to cover two large reserve projects in the next five years.

- Upgrade of the irrigation system at an estimated \$1,590,000 in 2025.
- Remove and replace the streets at an estimated \$3,200,000 in 2027.

The following are the assumptions used in the cashflow:

1. The Board of Directors are proposing to continue the annual \$900 per unit increase that began January 2022. A new reserve increase is proposed to begin in January 2023 and continue for five years. The impact of both these increases is shown in the chart below.

YEAR	2021 ANNUAL RESERVE FEE	2022 ANNUAL RESERVE FEE	TOTAL RESERVE FEES BY YEAR
2022/2023	\$900	\$1,080 *	\$1,980
2023/2024	\$900	\$1,300	\$2,100
2024/2025	\$900	\$1,500	\$2,300
2025/2026	\$900	\$1,500	\$2,300
2026/2027	\$900	\$1,500	\$2,300

*Begins January 2023

This new reserve fee will be reviewed each year as more current information is available. Once both projects are complete this fee to homeowners will end. The cost of the street project is detailed below in #7.

2. The above increase will bring the annual dues per lot for 2022/2023 to:

Operating dues	\$2,125
Reserve-streets	\$ 900 started Jan 2022
Reserve-streets	\$1,080 to begin Jan 2023
Security	\$2,800 (varies according to the actual)
Cable	<u>\$ 693</u>
Total	\$7,598

- 3. Real estate percentage rent of \$200,000 is based on the average of the last eight years.
- Real estate office rent of \$2,000 per month will be interrupted by the Sport & Fitness construction project from March 2023 to November 2024.
- 5. Transfer Fees, Permit and Plan Fees are based on the prior eight-year average.
- 6. Reserve expenditures over the next 7 years are based on the useful life and expected time of replacement per the Reserve Study. The cost to repair or replace the assets is determined based on prior history, the knowledge of management and the reserve study experts. The inflation factor used is 3% per year. This cash flow is using 6% for the next 24 months.
- 7. The cost to remove and replace all streets within Eldorado is based on the attached bid from Todd Besant, Granite Construction. This bid includes all the EPOA streets, the Club parking lots, and the Cottage parking lot. This bid was prepared in September 2021. We reached out to Todd to find out what the job would cost today, and an estimate of what it would cost in 2027. His assessment was to increase the bid proposal by 12% to bring it to current costs of oil and material in today's market and add 7% per year for an estimated cost in 2027.

The following is how we calculated the full cost:

9/17/2021 Granite Construction Proposal	\$3,108,608
Add 12% increase for today's inflation	<u>\$ 373,033</u>
Total cost of job if done in June 2022	\$3,481,641
7% inflation per year for 5 years	\$1,401,540
Total at time of construction	\$4,883,281
At 66% EPOA portion	\$3,222,899

These numbers are estimates and will be updated each year.

ELDORADO PROPERTY OWNERS' ASSOCIATION APPROVED RESERVE CASHFLOW FOR FISCAL YEARS ENDING SEPTEMBER 30,2030

ALL RESERVE EXPENSES ARE SHOWN AT 66% OF TOTAL COST. REMAINING 34% IS PAID BY CLUB AND ECOA

		YR 0 2022/23	YR 1 2023/24	YR 2 2024/25	YR 3 2025/26	YR 4 2026/27	YR 5 2027/28	YR 6 2028/29	YR 7 2029/30
BEGINNING CASH BALANCE Octo	ober 1, 2022	\$2,500,000	2,961,540	3,196,886	2,051,984	2,671,854	127,949	328,999	453,629
RESERVE INCOME:	·	. , ,							
Reserve dues started Jan 2022		217,800	217,800	217,800	217,800	217,800			
New Reserve dues starting Jan 202	23	196,020	314,600	363,000	363,000	363,000			
Real Estate Percentage Rent		200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Base Office Rent		10,000	0	20,000	24,000	24,000	24,000	24,000	24,000
Transfer Fees		7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Permit & Plan Fees		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Interest Earned		1,200	1,200	1,500	1,750	2,000	2,250	2,250	2,250
		642,020	750,600	819,300	823,550	823,800	243,250	243,250	243,250
RESERVE EXPENDITURES AT 66% OF	COST								
FLOOD CHANNEL:									
Drywells, Maxwell				55,167					
Flood Channel major maintenance	•		97,850						
	SUB TOTAL	0	97,850	55,167	0	0	0	0	0
LANDSCAPE:									
Perimeter landscape irrigation sys	tem			1,591,350					
Main gate landscape upgrade						86,946			
	SUB TOTAL	0	0	1,591,350	0	86,946	0	0	0
LANDSCAPE EQUIPMENT:									
Big Trex utility trailer						4,405			
Cart #44 & Cart #31				9,835					
Cart #41 & #43 Utility Carts				32,782					
Cat emergency power generator			53 <i>,</i> 045						
Defibrillators (12)					11,480				
Honda generator			3,399						
John Deere skip-loader				37,132					
Multi quip trash pump				4,774					
Ryan sod cutter									4,305
Toro riding mower			26,780						
Toro triplex			26,780						
Toro workman				21,218					
	SUB TOTAL	0	110,004	105,741	11,480	4,405	0	0	4,305

ELDORADO PROPERTY OWNERS' ASSOCIATION APPROVED RESERVE CASHFLOW FOR FISCAL YEARS ENDING SEPTEMBER 30,2030

ALL RESERVE EXPENSES ARE SHOWN AT 66% OF TOTAL COST. REMAINING 34% IS PAID BY CLUB AND ECOA

ENI	DING CASH BALANCE	2,961,540	3,196,886	2,051,984	2,671,854	127,949	328,999	453,629	479,848
	-	49,200	42,200	42,200	42,200	42,200	42,200	42,200	42,200
State Income Tax		14,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Federal Income Tax		35,000	30,000	30,000	30,000	30,000	30,000	30,000	30,00
Bank charges/fees		200	200	200	200	200	200	200	20
OTHER EXPENSES									
	GRAND TOTAL	131,280	473,054	1,922,002	161,480	3,325,505	0	76,420	174,83
	SUB TOTAL	0	41,200	21,218	0	0	0	76,420	
Security Golf Cart				• • • • •				14,329	
2016 Toyota Tacoma - Se	ecurity truck (2)		41,200					47,762	
2015 Toyota Tacoma				21,218				14,329	
VEHICLES:									
	SUB TOTAL	110,000	224,000	106,090	150,000	3,234,154	0	0	(
Street Pole lights - paint	ing	10,000				11,255			
Bridge repairs			121,000						
Asphalt - repairs as need	led	100,000	103,000	106,090	150,000				
Asphalt - remove and rep	place					3,222,899			
STREETS:	-								
occurry solution	SUB TOTAL	21,280	0	42,436	0	0	0	0	170,526
Security software	-	16,000		12,100					10)200
Security camera upgrade				42,436					49,195
Onyx gate security field		3,200							16,055
Alarm server		5,280							02,20
Access control equipmer	nt								52,263

Attachment A

Eldorado Property Owners Association Insurance Disclosure 2022

Commercial Package Policy:

Carrier: Ace Property a	nd Casualty A++ XV
Policy No ASNCAF1383	80331-005
Eff dates: 3/1/2022 to	0 3/1/2023
Policy Limits:	
Property:	\$600,000 Building – Special Form with Replacement Cost
	\$151,200 Contents
	\$ 1,000 Deductible
Liability	\$1,000,000 Bodily Injury & Property Damage Per Occurrence
	\$2,000,000 Annual Aggregate
	\$1,000,000 Non- Owned Auto Liability
Crime	\$ 50,000
Computer Fraud	\$ 50,000 Includes Fund Transfer
	\$ 1,000 Deductible

Umbrella Liability:

Carrier: SiriusPoint Specialty Ins. Corp. A- XV Policy No. XUMB22-000001 Eff Dates: 3/1/2022 to 3/1/2023 Policy Limits: \$ 5,000,000 Each Occurrence excess over the General Liability & D&O Liability

Directors & Officers Liability- Claims Made Form

Carrier: Great American Insurance A+XV Eff Dates: 3/1/2022 to 3/1/2023 Policy Limits: \$1,000,000 Deductible: \$2,500

Excess Crime Coverage:

Carrier: Travelers Casualty & Surety A++ XV Policy No. 107061084 Eff Dates: 3/1/2022 to 3/1/2023 Policy Limits: Employee Theft \$2,000,000 Computer Fraud \$2,000,000 Funds Transfer \$2,000,000 Deductible \$ 51,000

Attachment A

Summary of Association's Insurance Policies [This statement is required by Civil Code 5300(b)(9).

"This summary of the association's policies of insurance provides only certain information, as required by Section 5300(b)(9) 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 **r**equest 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 the personal property or real property improvements to 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."

Attachment B

ELDORADO PROPERTY OWNERS ASSOCIATION ARCHITECTURAL CONTROL

The Board of Directors has adopted and promulgated Design and Plan Submittal Guidelines, which are incorporated in the Association's Declaration of Covenants, Conditions and Restrictions. The Guidelines include the Architectural Standards to be administered through the Architectural Committee.

No improvement, alteration, structure, or addition shall be commenced, erected, altered or maintained within the project, nor shall any exterior addition, change, alteration, or change in original exterior color of any unit be made until plans and specifications showing the nature, kind, shape, height, materials, and location of the same are submitted to and approved in writing by the Architectural Committee in accordance with the Guidelines. The Guidelines include, without limitation, restrictions and limitations contained in Article XII of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eldorado Property Owners Association.

The Association's Architectural Review Committee utilizes Architectural and landscape plan review services from an outside Architectural firm. These services are performed by Richard C. Holden, FARA/AIA/NCARB of the firm of Holden & Johnson/ Architects and Wayne C. Connor ASLA Landscape Consultant

Attachment C

Reserve Summary (As required by California Civil Code Section 5565) **ELDORADO PROPERTY 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 ELDORADO PROPERTY 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); taxes on interest earned is paid for through the operating fund; an estimated remaining life of each reserve component; and an estimated current replacement cost of each reserve component.

As of September 30, 2022, the estimated ending reserve fund balance is \$2,500,000 and the estimated current replacement cost is \$6,396,042 for the portfolio of reserve components. The projected future replacement cost of the portfolio is \$7,475,461, 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 53.20%. This is referred to as Percent Funded. The Association would be 100.00% funded if there were \$4,699,442.76 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 \$9,088.61. This is calculated by subtracting the ending balance (\$2,500,000) from the 100% funded figure (\$4,699,442.76), then divided by the number of ownership interests (242). 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 monthly amount of \$18,150.00 starting in 2023 (\$75.00 per unit per month for each of the 242 ownership interests) towards the reserve fund. To offset the over/under cash results of the report, we recommend and have included a change of 2.80% starting in 2028 for 25 years. This report includes the following special assessments: \$230,000 for R.E. COMMISSION starting in 2023 for 30 years and \$363,000 for OWNER PAYMENTS starting in 2023 for 5 years. 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.

Category	Range of Full Useful Life	Range of Remaining Useful Life	Current Replacement Cost	Fund Balance on Oct 01, 2022	Reserve Allocation	Additional Revenue	Interest
Flood Channel (66%)	5 to 30	1 to 22	\$571,000	\$149,952	\$13,064	\$35,569	\$1,753
Landscape (66%)	10 to 20	3 to 16	\$1,088,500	\$442,839	\$38,580	\$105,041	\$5,178
Landscape Equipment (66%)	5 to 30	1 to 7	\$221,300	\$90,552	\$7,889	\$21,479	\$1,059
Security Department (66%)	5 to 20	0 to 8	\$461,933	\$131,807	\$11,483	\$31,265	\$1,541
Street Lights (66%)	4 to 25	0 to 22	\$342,734	\$65,999	\$5,750	\$15,655	\$772
Streets (66%)	0 to 28	0 to 17	\$3,638,574	\$1,590,067	\$138,527	\$377,164	\$18,593
Vehicles (66%)	5 to 8	1 to 6	\$72,000	\$28,784	\$2,508	\$6,828	\$337
Totals:			\$6,396,042	\$2,500,000	\$217,800	\$593,000	\$29,233

Fiscal Year:	October 1	2022	through	Sentember	30. 2023
riscal I cal.	OCTODET 1,	, 2022	unougn	September	30, 2023

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



Attachment C

Assessment and Reserve Funding Disclosure Summary For the Fiscal Year Ending September 30, 2023

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

(1) The regular assessment per ownership interest is **\$_____** per month, *of which approximately* **\$75.00** *is allocated to reserves, monthly.*

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:

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**

(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 <u>X</u> No <u>X</u>

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:
2.80% starting in 2028 for 25 years	(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 \$4,907,252.71, as of September 30, 2023, 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 \$3,061,362.68, resulting in reserves being 62.38% percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is \$278,670. (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.



Attachment D (1/4)

Summary of Association's Dispute Resolution Procedures (ADR and IDR) by Civil Code Section 5310(a)(b), 5900-5920, and 5925-5965.

Alternative Dispute Resolution Procedures

The California Legislature has established a public policy in this state that requires the use of Alternative Dispute Resolution ("ADR") before resorting to litigation to resolve certain conflicts that arise in condominiums, planned developments and other common interest developments. The law requires every association to distribute a summary of California Civil Code sections 5925 through 5965 to its members annually in its Annual Policy Statement prepared pursuant to Civil Code section 5310.

Rather than attempt to summarize the law, which is lengthy, and may result in omissions or misunderstandings of what the law provides, we are providing a copy of law in its entirety below (**PLEASE NOTE, Civil Code section 5965 states):**

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

Please note that the section headings below are not a part of the law but are present only to assist you in identifying the contents of each section.

§5925. ADR Definitions

As used in this article:

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

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

(1) Enforcement of this act.

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

(3) Enforcement of the governing documents.

§5930. ADR Required Before Filing Certain Actions

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

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for

Attachment D (2/4)

monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

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

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

§5935. Initiating ADR by Request for Resolution

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

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

(4) If the party on whom the request is served is the member, a copy of this article.

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

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

§5940. Time for Completing ADR Process and Cost Splitting

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

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

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

§5945. Effect of ADR on Statutes of Limitation

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

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

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

Attachment D (3/4)

§5950. Filing ADR Certificate when Filing Court Action

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

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

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

(3) Preliminary or temporary injunctive relief is necessary.

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

§5955. Referral to ADR and Stay of Court Action by Stipulation

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

(c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties. <u>§5960. Refusal to Participate in ADR, Effect on Award of Fees and Costs</u>

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

§5965. Annual Disclosure of ADR Procedures to Members

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

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

Attachment D (4/4)

Internal Dispute Resolution Process

The Association Board reserves its right to draft and provide its own Internal Dispute Resolution ("IDR") process, consistent with the requirements set forth in Civil Code §§ 5900-5910. Until such time as the Board adopts a different internal dispute resolution process, the statutory procedure set forth in Civil Code §5915 below shall apply.

§5915. Default IDR Procedure

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

(b) Either party to a dispute within the scope of this article may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association shall not refuse a request to meet and confer.

(3) The board shall designate a director¹ to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) A writing agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:

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

(2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.

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

Attachment E

COLLECTION OF ASSESSMENTS

Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner of a Lot, and each future Owner, by acceptance of the conveyance of such Lot (whether or not it is expressed in such conveyance), is deemed to covenant and agree (a) to pay to the Association all of the Assessments provided for in this Declaration, excluding Non-Club Member Assessments, which applies to certain Owners as described in Section 6.9 and (b) to the enforcement of all such Assessments in the manner herein specified. Assessments and any late charges, reasonable fees and costs of collection, reasonable attorneys' fees, and interest, shall be a debt of the Owner at the time the assessment or other sums are levied. The Board may enforce collection of Assessments in accordance with Civil Code section 5600 et seq., as generally set forth in this Article 7 and subject to any applicable limitations set forth in the Governing Documents.

Delinquent Assessments. Late charges may be levied by the Association against an Owner for the delinquent payment of Assessments, including Monetary Penalty Assessments and Reimbursement Assessments. Assessments, including any installment payments, are delinquent fifteen (15) days after they become due. If an Assessment is delinquent, the Association may recover all the following from the Owner:

Reasonable costs incurred in collecting the delinquent assessment, including reasonable attorneys' fees.

A late charge not exceeding ten percent (10%) of the delinquent assessment or Ten Dollars (\$10.00) whichever is greater (a late charge may not be imposed more than once on any single delinquent payment, but it shall not eliminate or supersede any charges imposed on prior delinquent payments); and

Interest on the above sums, including the amount of the delinquent assessment, reasonable fees and costs of collection and reasonable attorneys' fees and late charges, at an annual interest rate of twelve percent (12%) commencing thirty (30) days after the assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The amounts delinquent, including the entire unpaid balance and any related costs described herein, may be collected by the Association as provided in this Article.

Statement of Assessment Collection Policies under Civil Code section 5730 [This entire section is required to be included verbatim in its entirety by Civil Code section 5730.]

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 delinguent 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 because 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 delinguent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinguent, 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 my 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 the 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 collections, 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)

Attachment G (1/2)

Enforcement of Assessment and late Charges. As provided in Civil Code section 5650 et seq., 5700 et seq., and 2924, a delinquent Assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), and interest assessed in accordance with this Article, shall become a lien upon the Lot when a Notice of Assessment Lien is duly recorded as provided in Applicable Law.

Unless otherwise provided by statute, the Notice of Assessment Lien shall describe the amount of the delinquent Assessment or installment, the related charges authorized by this Restated Declaration, the legal description of the Lot, the name of the purported Owner, and, if the lien is to be enforced by power of sale under nonjudicial foreclosure proceedings, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice may be signed by any Officer or Director of the Association, or any employee or agent of the Association authorized to do so by the Board. The Notice shall be mailed by certified mail to every person whose name is shown as an Owner of the Lot in the Association's records, and the notice shall be mailed no later than ten (10) calendar days after recordation.

Unless otherwise allowed by Applicable Law, the Notice of Assessment Lien may not be recorded until after the Association has mailed, via certified mail, a written demand for payment to the delinquent Owner. The written demand shall comply with the requirements of Applicable Law.

If not paid in full within thirty (30) days after recordation of the Notice of Assessment Lien, any lien described herein may be enforced in any manner permitted by Applicable Law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice or by a trustee substituted pursuant to Applicable Law.

If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or nonjudicial foreclosure, the Association shall (1) record a notice of satisfaction and release of lien, and (2) upon receipt of a written request by the Owner, shall also record a notice of rescission of any recorded notice of default and demand for sale.

The Notice of Assessment Lien is not required to be amended by the Association or Trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien. The Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments.

Attachment G (2/2)

Notwithstanding any other provision herein, a Monetary Penalty Assessment may not become a lien on a Lot enforceable by the sale of the Lot through nonjudicial foreclosure. Any Notice of Assessment Lien recorded to enforce a Monetary Penalty Assessment must specifically state that such lien may not be enforceable by sale of the Lot through nonjudicial foreclosure.

Attachment H

Secondary Addresses for Owners [This paragraph is required by Civil Code section 4040]

As provided in Civil Code sections 4040(b) owners have a right to receive (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address if they submit a secondary address to the Association. The owner's request must be in writing and must be sent to the Association in the manner provided in Civil Code sections 4035 and 5260.

The Association shall send additional copies of any notices required in the collection of Delinquent assessments under Civil Code Section 4040 to the secondary address, provided that, if a secondary address is identified or changed during the collection process, the Association is only required to send notices to the indicated secondary address from the point the Association receives the request.

Attachment I

II. Annual Policy Statement

Designated Agent for Receipt of Association Mail

The name and address of the person designated to receive official communications on behalf of the Association is as follows:

Name:	Mark Miller
Title:	General Manager
Company:	Eldorado Property Owners Association
Address:	46000 Fairway Drive
	Indian Wells, CA 92210

Posting Location for "General Notice." The location designated for posting of a "General Notice" or notice by "General Delivery" is: Security Guard House and Administration Building Front Door

Individual Delivery Notice

Documents designated by the Civil Code as requiring General Delivery or General Notice will be delivered using one of the methods detailed in Civil Code section 4045(a). If a member of the Association wishes to receive these general notice documents by individual delivery, they must make such a request to the Association, and the Association will comply with the request.

Attachment J

Availability of Minutes

The minutes or a summary of minutes of a Board meeting, other than an executive session are available to members within 30 days of the meeting. Minutes, proposed minutes, or summary of minutes will be distributed to any member upon request and upon reimbursement of the Association's costs for making that distribution. To make a request for a copy of minutes, members should contact, Accounting/Administration office by calling 760-423-1535 or in person.