



LAKESIDE AT THE RESORT HOMEOWNER ASSOCIATION  
2023 Budget

November 2022

Re: 2023 Budget Summary Report; Reserve Summary; Annual Policy Statement; Collection Policy; Summary of Internal and Alternative Dispute Resolutions; Notice Assessment Foreclosure; FHA-VA; Insurance Summary Disclosure; Enforcement Policy; Architectural Approval Requirements noted in Rules and Regulations; Document Fee Disclosure, Direct Debit Form; Opt-Out Form; Email Opt-In Form; Annual Notice of Address; current Tidbits and TownSq Flyer

Dear Lakeside at the Resort Homeowners:

Please find enclosed the approved 2023 Operating Budget and the updated Reserve Funding Disclosure Summary, together with other disclosure requirements in compliance the California Civil Code. The Board approved the annual budget at its meeting on November 4, 2022 in the amount of \$252,960.00 which includes funding the Reserve Account in the amount of \$46,000. The monthly residential assessment has been increased by 10% to \$620.00 per month. This increase was necessary to balance the budget and fund the Reserve Account.

The Board of Directors worked diligently on the Budget using a bottom up approach scrutinizing actual costs using historical expenditure data. The goal was to build a budget based on reality that would cover necessary cost increases for fixed costs such as utilities including water, trash and electricity while still planning for the future by funding the Reserve Account.

As required by California Civil Code Section 5300(b)(9), we have enclosed the Association's insurance information. Please be advised that even though a claim may be covered, you may be responsible for all or a portion of the deductible that applies. The Association strongly encourages you to contact your insurance agent or broker to acquire individual unit owner coverage.

Also included is a summary of Civil Code Section 5925, regarding Alternative Dispute Resolution ("ADR"), and an authorization agreement to request direct debit from your checking account for the monthly assessment amount. Debits are made on or after the 5<sup>th</sup> of every month. Should you elect this option, be advised that it may take up to 60 days before Desert Resort Management can process your payment automatically. You must continue to pay by check until you receive confirming notification from Desert Resort Management with a starting date.

Upon written request and during reasonable business hours, Minutes of Board Meetings and other records are available at Desert Resort Management, 42-635 Melanie Place, Suite 103, Palm Desert, CA 92211.



The Board of Directors would like to take this opportunity to thank owners who faithfully pay their assessments, which enables the Association to make timely payments to our service providers. Please note the late fee for assessments is \$10.00 or 10% of the assessment (whichever is greater), which will be charged in accordance with the Governing Documents of the Association.

If you have any questions regarding the enclosures, please do not hesitate to contact your Management Agents at [www.townsq.io](http://www.townsq.io), 760.346.1161, or via email at Stacey Lippert–[Slippert@drmineternet.com](mailto:Slippert@drmineternet.com) or Sarina Trujillo at [Strujillo@drmineternet.com](mailto:Strujillo@drmineternet.com).

Sincerely,  
Board of Directors  
LAKESIDE AT THE RESORT HOMEOWNER ASSOCIATION

**Budget Summary Report  
The Lakeside at the Resort**

**Dept: 370 - Operating  
2023 Approved Budget - 34 units**

	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2023 Monthly Budget</b>
<b>Operating Income</b>			
4000 - Residential Assessments	230,112.00	252,960.00	21,080.00
<b>Total Operating Income</b>	<b>230,112.00</b>	<b>252,960.00</b>	<b>21,080.00</b>
<b>User Fee Income</b>			
4220 - Gate & Access Fees	0.00	360.00	30.00
<b>Total User Fee Income</b>	<b>0.00</b>	<b>360.00</b>	<b>30.00</b>
<b>Collections Income</b>			
4710 - Late Fees	200.00	200.00	16.67
<b>Total Collections Income</b>	<b>200.00</b>	<b>200.00</b>	<b>16.67</b>
<b>Other Income</b>			
4835 - Miscellaneous Income	180.00	105.00	8.75
<b>Total Other Income</b>	<b>180.00</b>	<b>105.00</b>	<b>8.75</b>
<b>Investment Income</b>			
4900 - Interest Earned - Operating Accounts	144.00	144.00	12.00
<b>Total Investment Income</b>	<b>144.00</b>	<b>144.00</b>	<b>12.00</b>
<b>Total Operating Income</b>	<b>230,636.00</b>	<b>253,769.00</b>	<b>21,147.42</b>
<b>Administrative</b>			
5000 - General Administrative	700.00	350.00	29.17
5015 - Bank Charges	110.00	110.00	9.17
5030 - Coupon Costs	0.00	50.00	4.17
5090 - Office Supplies	0.00	150.00	12.50
5105 - Reserve Studies	0.00	895.00	74.58
5210 - Printing & Copying	125.00	125.00	10.42
5215 - Postage	125.00	125.00	10.42
5400 - Insurance Expense	21,000.00	22,000.00	1,833.33
<b>Total Administrative</b>	<b>22,060.00</b>	<b>23,805.00</b>	<b>1,983.76</b>
<b>Professional Services</b>			
7000 - Audit & Tax Services	1,200.00	1,200.00	100.00
7020 - Legal Services	5,000.00	2,500.00	208.33
7025 - Legal Services - Collections	0.00	2,500.00	208.33
7040 - Management Fees	12,402.00	18,000.00	1,500.00
<b>Total Professional Services</b>	<b>18,602.00</b>	<b>24,200.00</b>	<b>2,016.66</b>
<b>Utilities</b>			
6000 - Electric Service	4,000.00	4,000.00	333.33
6005 - Gas Service	500.00	610.00	50.83
6025 - Water Service	44,000.00	47,000.00	3,916.67
6030 - Sewer Service	24,000.00	25,000.00	2,083.33
6035 - Trash and Recycling Service	3,100.00	3,800.00	316.67
6050 - Telephone Service	950.00	900.00	75.00
<b>Total Utilities</b>	<b>76,550.00</b>	<b>81,310.00</b>	<b>6,775.83</b>
<b>Landscaping</b>			
6100 - Grounds & Landscaping - Contract	10,000.00	10,000.00	833.33
6160 - Tree Maintenance	2,500.00	2,500.00	208.33

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The Lakeside at the Resort**

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2023 Approved Budget - 34 units**

	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2023 Monthly Budget</b>
<b>Landscaping</b>			
6199 - Landscape - Extras	3,000.00	3,800.00	316.67
<b>Total Landscaping</b>	<b>15,500.00</b>	<b>16,300.00</b>	<b>1,358.33</b>
<b>Irrigation</b>			
6200 - Irrigation Contract	1,000.00	1,000.00	83.33
<b>Total Irrigation</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>83.33</b>
<b>Contracted Services</b>			
6414 - Fire Prevention & Protection	840.00	0.00	0.00
6422 - Gate Services	2,000.00	1,500.00	125.00
6430 - Janitorial Services	3,600.00	3,600.00	300.00
6436 - Plumbing Services	4,000.00	6,000.00	500.00
6442 - Snow Removal Services	18,000.00	18,000.00	1,500.00
<b>Total Contracted Services</b>	<b>28,440.00</b>	<b>29,100.00</b>	<b>2,425.00</b>
<b>Repair &amp; Maintenance</b>			
6515 - Building Repair & Maintenance	1,200.00	0.00	0.00
6530 - Common Areas Repair & Maintenance	7,284.00	0.00	0.00
6565 - Fire System Repair & Maintenance	3,000.00	4,000.00	333.33
6600 - General Repair & Maintenance	2,000.00	10,104.00	842.00
6640 - Lighting Supplies/Repair & Maintenance	500.00	500.00	41.67
6645 - Locks & Keys Repair & Maintenance	500.00	750.00	62.50
6660 - Marina Repair & Maintenance	10,000.00	10,000.00	833.33
6690 - Pest Control Supply/Repair & Maintenance	1,200.00	900.00	75.00
6695 - Plumbing Supplies/Repair & Maintenance	1,500.00	1,500.00	125.00
6725 - Roof Repair & Maintenance	5,000.00	4,000.00	333.33
6745 - Signage Repair & Maintenance	250.00	250.00	20.83
<b>Total Repair &amp; Maintenance</b>	<b>32,434.00</b>	<b>32,004.00</b>	<b>2,666.99</b>
<b>Taxes</b>			
9000 - Federal/State Tax	50.00	50.00	4.17
<b>Total Taxes</b>	<b>50.00</b>	<b>50.00</b>	<b>4.17</b>
<b>Reserve Contributions</b>			
9105 - Reserve Contribution Expense	36,000.00	46,000.00	3,833.33
<b>Total Reserve Contributions</b>	<b>36,000.00</b>	<b>46,000.00</b>	<b>3,833.33</b>
<b>Total Operating Expense</b>	<b>230,636.00</b>	<b>253,769.00</b>	<b>21,147.40</b>

**Reserve Funds** 1325 - PWB RSRV #9903

<b>Total Operating Net Income / (Loss)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.02</b>
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**The Lakeside at the Resort**  
**ANNUAL POLICY STATEMENT**

This Annual Policy Statement is provided to members of the Village Racquet Club Association (“Association”) as required by *Civil Code* Section 5310(a). The Annual Policy Statement is a disclosure of the following:

**(1) Name and Address of Person Designated to Receive Official Communications to the Association (*Civil Code* Section 4035)**

Board of Directors  
c/o Desert Resort Management  
Attn: Stacey Lippert  
42-635 Melanie Place, Suite 103  
Palm Desert, California 92211  
Telephone: (760) 346-1161

The Association consents to receiving notice by facsimile and personal delivery. For personal delivery, the Association will provide a written receipt acknowledging delivery of the document. Additionally, pursuant to Section 4035(b)(3), documents or notice to the Association may be sent by first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service center.

**(2) Right to Request To Have Notices Sent to Two Different Addresses (*Civil Code* Section 4040(b))** Notices provided by the Association pursuant to *Civil Code* Section 4040(b) will be sent to the Member at the address last shown on the books of the Association. Members have the right to identify one additional secondary address for delivery of these notices. If you wish to identify a secondary address for purposes of such notices, please identify such address in writing and send to the Person identified in Section 1 above.

**(3) Location for Posting General Notices (*Civil Code* Section 4045(a)(3))** The Association hereby designates the following location for posting of those items which may be provided to members by “General Notice/General Delivery”:

**Bulletin boards located near the mailboxes**

**(4) Member’s Option to Receive Individual Notice/Individual Delivery of Items to be Provided by General Notice/General Delivery (*Civil Code* Section 4045(b))** Members may elect to receive any notice that may be delivered by General Notice/General Delivery by Individual Notice/Individual Delivery instead. “General Notice” and “Individual Notice” are defined below. If you wish to elect to receive by Individual Notice/Delivery that material which would otherwise be delivered by General Notice, please provide a written request to the Person identified in Section 1 above. Upon receipt of such request in writing, notices delivered pursuant to Section 4045 will be delivered to you by Individual Delivery pursuant to *Civil Code* Section 4040.

“General Notice” is defined pursuant to *Civil Code* Section 4045 as follows:

- (1) Any method provided for delivery of an individual notice.

(2) Inclusion in a billing statement, newsletter or other document that is delivered by one of the methods provided in this Section.

(3) Posting the printed document in a prominent location accessible to all members as designated in the Association's Annual Policy Statement.

(4) By broadcast television programming, if such is used by the Association for the purpose of distributing information as to association business to its members.

"Individual Notice" is defined pursuant to *Civil Code* Section 4040 as follows:

(1) First class mail, postage prepaid, registered or certified mail, express mail, or overnight mail, addressed to the address last shown on the books of the Association.

(2) Email, facsimile or other electronic means, if the recipient has consented in writing to that method of delivery, which may be revoked in writing by the recipient.

**(5) Notice of Member's Right to Receive Copies of Meeting Minutes (*Civil Code* Section 4950(b))** Members have the right to obtain a copy of minutes, including drafts of proposed minutes, of meetings of the Board, other than executive sessions, within 30 days of the Board meeting. Copies are available to any Member upon written request to the Person identified in Section 1 above, and with the submission of payment for copying and mailing costs.

**(6) Statement of Assessment Collection Policies (*Civil Code* Section 5730)** See attached Collections and Full Pay Policy and Notice Assessments and Foreclosure.

**(7) Statement of Association's Policies and Practices in Enforcing Lien Rights or Other Legal Remedies for Default in the Payment of Assessments.** See attached Collections and Full Pay Policy.

**(8) Statement Describing Association's Discipline Policy, Including Schedule of Penalties/Fines for Violations of the Governing Documents (*Civil Code* Section 5850)** See Attached Enforcement and Fine Policy.

**(9) Summary of Dispute Resolution Procedures (Internal Dispute Resolution ("IDR") pursuant to *Civil Code* Section 5920) and Alternative Dispute Resolution ("ADR") pursuant to *Civil Code* Section 5965)** See enclosed Alternative Dispute Resolution Measure and Procedures (ADR) and the Internal Dispute Resolution (IDR) process. California law requires that certain types of disputes between the Association and the Member be submitted to ADR with a third party neutral to resolve the dispute before the filing of a lawsuit by any party.

**(10) Summary of Requirements for Association Approval of a Physical Change to the Property (*Civil Code* Section 4765)** See attached summary regarding architectural approval.

**(11) Address for Overnight Mail for Purposes of Assessment Payments (*Civil Code* Section 5655)**

If account is handled by Association:

The Lakeside at the Resort  
c/o Desert Resort Management  
Attn: Collection Department  
42-635 Melanie Place, Suite 103  
Palm Desert, CA 92211  
Tel: (760) 346-1161

**(12) Other Disclosures/Information:** Included with this Annual Policy Statement is the form “Annual Address/Information Update Form. This form is being provided to the Members pursuant to *Civil Code* Section 4041, effective January 1, 2017. The Association is required to solicit the information requested in the Annual Address/Information Update Form. The information provided by the Members will be input into the Association’s records. **If you do not complete and return this form, your property address within the Association will be deemed to be the address to which all Association notices will be delivered.**

Sincerely,

The Board of Directors  
The Lakeside at the Resort

## **Annual Budget Statements and Information**

Civil Code Section 5300(b)(1): The 2023 Budget is enclosed with this statement.

Civil Code Section 5300(b)(2): A summary of the Association's reserves is enclosed with this statement.

Civil Code Section 5300(b)(3): A summary of the reserve funding plan is enclosed with this statement. The full reserve study plan is available to Members upon request and the Association shall provide the full reserve plan to any Member upon request.

Civil Code Section 5300(b)(4): The Board of Directors has determined not to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less.

Civil Code Section 5300(b)(5): The Board of Directors, consistent with the reserve funding plan adopted pursuant to Civil Code Sections 5550(b)(5) and 5560, has determined or anticipates that the levy of one or more special assessments will not be required at this time to repair, replace, or restore any major component or to provide adequate reserves thereof.

Civil Code Section 5300(b)(6): The Board of Directors will fund reserves to repair or replace major components through the mechanisms set forth in the reserve funding plan summary enclosed with this statement.

Civil Code Section 5300(b)(7): The procedures used for calculation and establishment of reserves is set forth in the Assessment and Reserve Funding Disclosure Summary enclosed with this statement.

Civil Code Section 5300(b)(8): The Association does not have any outstanding loans.

Civil Code Section 5300(b)(9): A summary of the Association's insurance policies is enclosed with this statement.

Civil Code Section 5305: A review of the Association's financial statement shall be prepared in accordance with generally accepted accounting principles by a licensee of the California Board of Accountancy for the fiscal year, and distributed to the Members within 120 days after the close of the fiscal year.



Civil Code Section 5300(b)(10): Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

Civil Code Section 5300(b)(11): Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the federal Department of Veterans Affairs.

## ANNUAL ADDRESS / INFORMATION UPDATE FORM

The Lakeside at the Resort Association (“Association”) is required to annually request the information below from all Owners and each Owner is required by law (*Civil Code* Section 4041) to provide the information requested below.

Please complete this form by providing the information below and return the completed form to management by December 15, 2022. *Please print legibly.* If you own more than one piece of property within the Association, please submit a separate form for each property owned.

**If you do not complete and return this form, your property address within the Association will be deemed to be the address to which all Association notices will be delivered.**

1. Name of record Owner(s):  
\_\_\_\_\_
2. Address of property that I own within the Association:  
\_\_\_\_\_
3. The address or addresses to which notices from the Association are to be delivered:  
\_\_\_\_\_  
\_\_\_\_\_
4. An alternate or secondary address to which notices from the Association are to be delivered (if any):  
\_\_\_\_\_  
\_\_\_\_\_
5. Name and address of your legal representative, if any. This includes any person with a power of attorney or other person who can be contacted in the event of your extended absence.  
\_\_\_\_\_  
\_\_\_\_\_
6. Please circle one of the statements below:
  - a. I occupy the property within the Association identified in item 2 above.
  - b. The property identified in item 2 above is rented out.
  - c. The property identified in item 2 above is developed, but vacant.
  - d. The property identified in item 2 above is undeveloped land.

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Please return your completed form by December 15, 2022, to the Association, via mail: Attn: Associa / Desert Resort Management, Attn: Sarina Trujillo, 42-635 Melanie Place, Suite 103, Palm Desert, CA 92211, or via facsimile: (760) 346-9918, or via email: [Strujillo@drmineternet.com](mailto:Strujillo@drmineternet.com).

**CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525\***

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address:

Owner of Property:

Owner's Mailing Address (if known or different from property address):

Provider of the Section 4525 Items:

Print Name

Position/Title

Association or Agent

Desert Resort Management

Date Form Completed

Check or Complete Applicable Column or Columns Below

Document	Civil Code Section Included	Fee for Document	Not Available (N/A), Not Applicable (N/App), Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Articles of Incorporation	Section 4525(a)(1)	\$ 15.00	
CC&Rs	Section 4525(a)(1)	\$ 25.00	
Bylaws	Section 4525(a)(1)	\$ 20.00	
Operating Rules	Section 4525(a)(1)	\$ 15.00	
Age restrictions, if any	Section 4525(a)(2)	\$ 0.00	
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	\$ 30.00	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	\$ 20.00	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	\$ 10.00	
Financial statement review	Sections 5305 and 4525(a)(3)	\$ 30.00	
Insurance summary	Sections 5300 and 4525(a)(3)	\$ 10.00	
Statement of Account/Fees Regular, special and emergency assessments, as well as any other unpaid obligations of the seller	Section 4525(a)(4) Section 5675	\$ 150.00	
Notice(s) of violation	Section 4525(a)(5) and 5855	\$ 0.00	
Builder Defects Preliminary list of defects	Sections 4525(a)(6), 6000, and 6100	\$ 0.00	
Settlement Notice Notice regarding common area defects	Sections 4525(a)(6), (7) and 6100		
Pending Assessment Increases Approved changes to assessments	Sections 5300 and 4525(a)(4), (8)	\$ 0.00	
Rental Restrictions, if any	Section 4525(a)(9)	\$ 0.00	
Meeting Minutes For regular board meetings conducted over the previous 12 months, if requested	Section 4525(a)(10)	\$ 35.00	
<b>TOTAL FEES FOR THESE DOCUMENTS</b>	<b>Section 4525</b>	<b>\$ 360.00</b>	

**\*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately.**

**NOTICE ASSESSMENTS AND FORECLOSURE**  
(*Civil Code § 5370*)

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)

# Lakeside at the Resort Homeowners Association

## Executive Summary

### Directed Cash Flow Calculation Method

#### Client Information:

Account Number	41057
Version Number	1
Analysis Date	07/27/2022
Fiscal Year	1/1/2023 to 12/31/2023
Number of Units	34
Phasing	1 of 1

#### Global Parameters:

Inflation Rate	3.00 %
Annual Contribution Increase	10.00 %
Investment Rate	1.00 %
Taxes on Investments	30.00 %
Contingency	3.00 %

#### Community Profile:

This community was originally constructed in 1984 and converted to condominiums in 1997.

For budgeting purposes, unless otherwise indicated, we have used January, 1998 as the average placed-in-service date for aging the components included in this analysis.

Most of the components in this analysis have been repaired, replaced or otherwise maintained since original installation. When known, the date of the last repair, replacement or other maintenance has been used as the placed-in-service date for aging each component; when this date is unknown, it has been estimated based on the component's condition at our most recent site visit.

Level of service: Level 3 - update report with no site visit.

Most recent ARS site visit: November, 2020.

#### Adequacy of Reserves as of January 1, 2023:

Anticipated Reserve Balance	\$190,685.86
Fully Funded Reserve Balance	\$586,557.11
Percent Funded	32.51%

Recommended Funding for the 2023 Fiscal Year:	Annual	Monthly	Per Unit
			Per Month
Member Contribution	\$50,624	\$4,218.67	\$124.08
Interest Contribution	\$1,372	\$114.32	\$3.36
Total Contribution	\$51,996	\$4,332.99	\$127.44

# Lakeside at the Resort Homeowners Association

## Membership Disclosure Summary

Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
010 Streets & Drives	\$80,289	\$2,542	3-23	5-25
020 Lighting	\$10,650	\$0	8	33
030 Grounds	\$1,925	\$1,925	0	25
040 Landscape	\$10,000	\$10,000	0	10-12
050 Fencing	\$100,776	\$0	7-14	20-32
060 Buildings	\$372,955	\$98,676	2-28	15-33
070 Painting	\$85,070	\$71,989	0-3	5-18
080 Roofs	\$464,610	\$0	24	25
090 Recreation	\$277,000	\$0	9-14	25-30
Contingency	n.a.	\$5,554	n.a.	n.a.
Total	\$1,403,276	\$190,686	0-28	5-33



# Lakeside at the Resort Homeowners Association

## Projections

### Directed Cash Flow Calculation Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2023	\$190,686	\$50,624	\$1,372	\$18,508	\$224,174	\$644,392	35%
2024	\$224,174	\$55,686	\$1,753	\$0	\$281,613	\$725,392	39%
2025	\$281,613	\$61,255	\$2,100	\$10,678	\$334,290	\$799,344	42%
2026	\$334,290	\$67,380	\$1,905	\$93,806	\$309,770	\$794,306	39%
2027	\$309,770	\$74,118	\$2,414	\$0	\$386,301	\$890,750	43%
2028	\$386,301	\$81,530	\$1,962	\$144,211	\$325,583	\$842,195	39%
2029	\$325,583	\$89,683	\$2,575	\$0	\$417,840	\$947,508	44%
2030	\$417,840	\$98,651	\$2,142	\$157,979	\$360,655	\$892,860	40%
2031	\$360,655	\$108,517	\$1,452	\$203,501	\$267,123	\$792,510	34%
2032	\$267,123	\$119,368	\$2,104	\$22,181	\$366,414	\$884,175	41%
2033	\$366,414	\$131,100	\$2,885	\$15,566	\$484,833	\$988,351	49%
2034	\$484,833	\$134,718	\$3,838	\$0	\$623,388	\$1,114,991	56%
2035	\$623,388	\$138,861	\$4,774	\$7,129	\$759,895	\$1,240,777	61%
2036	\$759,895	\$141,891	\$4,907	\$126,067	\$780,626	\$1,247,151	63%
2037	\$780,626	\$142,067	\$3,018	\$415,962	\$509,748	\$949,224	54%
2038	\$509,748	\$145,397	\$3,770	\$39,389	\$619,526	\$1,045,043	59%
2039	\$619,526	\$150,332	\$4,834	\$0	\$774,692	\$1,188,798	65%
2040	\$774,692	\$148,365	\$5,917	\$0	\$928,974	\$1,340,239	69%
2041	\$928,974	\$155,631	\$6,814	\$29,955	\$1,061,464	\$1,467,917	72%
2042	\$1,061,464	\$158,969	\$7,842	\$17,535	\$1,210,740	\$1,616,171	75%
2043	\$1,210,740	\$164,180	\$8,883	\$20,919	\$1,362,883	\$1,768,967	77%
2044	\$1,362,883	\$164,753	\$10,100	\$0	\$1,537,737	\$1,952,335	79%
2045	\$1,537,737	\$162,197	\$11,185	\$19,286	\$1,691,832	\$2,124,653	80%
2046	\$1,691,832	\$180,670	\$10,123	\$333,096	\$1,549,529	\$1,973,142	79%
2047	\$1,549,529	\$168,165	\$4,718	\$954,620	\$767,792	\$1,161,036	66%
2048	\$767,792	\$173,965	\$4,167	\$254,023	\$691,901	\$1,072,076	65%
2049	\$691,901	\$172,218	\$5,412	\$0	\$869,532	\$1,254,310	69%
2050	\$869,532	\$174,483	\$6,667	\$0	\$1,050,682	\$1,446,513	73%
2051	\$1,050,682	\$188,081	\$6,736	\$177,533	\$1,067,966	\$1,460,775	73%
2052	\$1,067,966	\$195,690	\$6,709	\$202,137	\$1,068,228	\$1,454,138	73%

NOTE: In some cases, the projected Ending Balance may exceed the Fully Funded Ending Balance in years following high Expenditures. This is a result of the provision for contingency in this analysis, which in these projections is never expended. The contingency is continually adjusted according to need and any excess is redistributed among all components included.



# Homeowner's Association

## Rules & Regulations

## General Appearance

1. Garage doors should be kept closed at all times when they are not in use or when no one is present in the garage.
2. Garages are to be kept in a neat and orderly condition.
3. Window coverings must be draperies, blinds, shutters, or shades. No other materials will be allowed.
4. Balconies may contain patio furniture, barbeques, and potted plants with water trays. No vegetation or other object shall be planted or maintained on any balcony that obstructs the view from any other resident(s) in the vicinity. No squirrel or bird feeders are permitted. Due to potential fire hazards, only sturdy propane or natural gas barbeques are permitted on balconies.
5. Towels, swimsuits, clothing, or other such items shall not be placed on the balcony railings.
6. Tree trimming, and landscaping are to be performed by HOA Board approved contracted services.

## General Guidelines

1. No skateboards, skates, or roller blades are allowed on the streets or common area.
2. Homeowners are responsible for damages to the common area caused by themselves, their children, guests, tenants, or their pets. The lobby area is not a play area.
3. Common courtesy shall always be observed. No disruptive behavior is permitted.
4. Machinery operated for hobby-home use is not permitted between the hours of 9:00 pm and 7:00 am.
5. Residents may not cause unreasonable noise that disrupts others.
6. Modification or additions to your unit require plans be submitted to the Architectural Committee with a completed Application for Architectural Approved Form, and a permit from the County of San Bernardino to the Board in care of DRM. Architectural Application Form and Guidelines may be found in TownSq. To ensure compliance of all regulations, including but, not limited to: construction hours, parking, construction material, etc. please submit an application for both interior and exterior work.
7. Construction Hours – Monday – Friday from 8 am to 5 pm. No construction on weekends or holidays.
8. If you observe suspicious activity in the common areas or near condo entrances, from those who do not belong there, call the Sheriff at (909)336-0600.
9. For homeowners' security, common area keys should not be given to others.
10. Lobby doors and security are to remain closed unless they are in immediate use. Do not let the lobby door slam shut because it disturbs the neighbors and damages the lock.
11. All garbage is to be disposed in the garbage bin located on Villa Way. It is open with the trash key.
12. Snow Removal – The HOA contracts for snow removal of the common area. If you would like your driveway cleared, please contact [Slippert@drmineternet.com](mailto:Slippert@drmineternet.com) and allow 48 hours for the snow clearing to be completed.
13. NO short term or vacation rentals are allowed. The rental of any unit shall be for a minimum of 30 consecutive days. Homeowners' are to provide a copy of a lease/rental agreement to the Board of Directors within a week of signing.
14. Owners are responsible for providing these rules to their tenants.

## Pets

1. Unleashed dogs are not allowed anywhere in the common area, including the dock area.
2. All dogs must be license, and the license tag must be worn at all times. Dogs are not allowed on the beach or other areas where "No Dogs Allowed" signs are posted.
3. Pet owners shall carry suitable materials to clean up after their pet when walking their animals in the common area and shall clean up after their pets immediately.
4. Homeowners shall not permit pets to urinate on the grass area immediately in front of the lobby doors. Additionally, pets should not be walking through planter areas where drip systems are in place. Homeowners will be held responsible for any damage resulting from non-compliance to this policy.
5. No structures are to be erected for pets.  
Any animals that disturb the peace and comfort of any resident within the community
6. and/or interferes with the reasonable and comfortable enjoyment of the property by an owner shall be considered a nuisance. The Board of Directors is authorized to request that any pet found to be a nuisance be removed from the complex.
7. Homeowners are liable for any damage or injuries resulting from the actions of their pets.
8. Guard dogs or potentially dangerous dogs are to be muzzled.
9. Any domestic dogs, cats, birds inside bird cages, and fish may be kept within any residence.
10. Board of Directors approval is required to permit more than two domestic animals or pet(s) with a total weight limit of 100 pounds per unit.

## Vehicles and Parking

1. Authorized Vehicles: Motorized land vehicles designed and used primarily for non-commercial passenger transport, two-wheeled motorcycles, and pick-up trucks.
2. Prohibited Vehicles: Recreational vehicles such as motor homes, travel trailers, camper vans, boat trailers, commercial vehicles, which would include work trucks, buses, and vans. These vehicles are not permitted in carports, driveways, or common areas.
3. General Restrictions: No repair, maintenance or restoration of any vehicle shall be conducted on the property.
4. Speed limit within the complex is 5MPH maximum.
5. Residents, tenants, and guests shall park in their garage, assigned carport space, or driveway only. Parking in the driveway is not permitted if the vehicle extends into street and causes an obstruction of the traffic.
6. Unauthorized vehicles or vehicles parked in another space or in the red marked fire lanes are subject to tow-away at the owners' expense.
7. There is no on-street parking permitted.

## Dock Rules

1. Boat cover and other items shall be stored in storage lockers when the boat is in use.
2. Be sure the gate remains locked after entering and exiting.
3. NO barbeques are to be used on the dock. Barbeques on boats with proper equipment are acceptable. Homeowner assumes all risk responsibilities.
4. NO water skiing in or out from dock area.
5. Slip rental or dock use permitted only to other Lakeside at the Resort homeowners.
6. Use of the dock area, including kayaks, should not block the main walkway.
7. NO structures, tent covers, or other permanent items are permitted on the docks.
9. To preserve the integrity and privacy of our docks, all homeowners are requested to inform unauthorized swimmers, fishermen, and docking boats that docks are private property and to vacate. Homeowners can contact Arrowhead Lake Patrol at (909) 337-2595.

## Responsibility for Tenants

1. Homeowners who rent or lease their property are responsible for informing their tenants of all of Lakeside at the Resort HOA guidelines.
2. Homeowners are responsible for seeing that their tenants comply with these guidelines including the nuisance/quiet enjoyment violations.
3. Homeowners are liable for their tenants' non-compliance with the guidelines. Any expense for damage to common areas by tenants or guest of tenants will be charged to the responsible homeowner(s.)

## Violations/Fines

1. Violations of the Rules & Regulations and/or the CC&R's will be at the discretion of the Board of Directors and will result in a courtesy warning letter being sent or a fine levied against the homeowner of the violating unit.
2. If the violation is not corrected, or it continues, a second letter will be sent requesting the unit homeowner(s) to appear at a hearing before the Board of Directors to determine the basis for non-compliance and a possible fine.

## Responsibility Guidelines

### Homeowners Association Responsibility

- Exterior maintenance
- Roofing maintenance
- Lobby and lobby door maintenance
- Road maintenance
- Dock maintenance
- Garage door
- Telephone Entry System
- Fire Alarm maintenance
- Fire sprinkler main line
- Exterior pest/termite control
- Street lights
- Carport
- Master Insurance Policy
- Snow removal in common areas
- Trash dumpster
- Common area perimeter fence

### Homeowner Responsibility

- Interior maintenance
- Garage space maintained with clean appearance
- Balcony maintenance
- Windows/screens
- Water heaters
- Garage door opener and hardware
- Interior fire sprinkler heads
- Interior ant and pest control
- Personal property/liability insurance



## You are Parked Illegally

Please move your car immediately or it will be towed at the owners' expense.

Questions: Call Stacey Lippert at Desert Resort Management (760) 835-0126

Tow Company – Mountain Towing 909-336-3222



## Parking Notice

I am a Lakeside homeowner or homeowners' guest. I am temporarily parked in your designated spot. I am in

Unit \_\_\_\_\_ and I can be reached at  
phone# \_\_\_\_\_

(place on the windshield)





## Parking Notice

I am a Lakeside homeowners' guest or contractor.

The homeowners' name is

---

and their address is

---

I can be reached at  
phone# \_\_\_\_\_

I will be here on (enter dates)

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(place on the windshield)

## Lakeside at the Resort HOA Insurance Disclosure

Pursuant to California Civil Code, Community Associations must provide information regarding the Association's insurance policies and coverage information. This is a summary of the Association policies. It provides only certain information as required by subsection (e) of Section 1365 of the California Civil Code and should not be considered a substitute for the complete terms and conditions contained in the actual policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance do not cover your property, including personal property or real property improvements (from the studs inward) 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 for appropriate additional coverage.

### Master HOA Policy Coverage

Name of Insurer: Truck Ins. Exchange part of  
Farmers Insurance #09435 95 74

Policy Limits: \$2,000,000/\$4,000,000 aggregate  
Structure: \$7,922,400  
Policy Deductible: \$5,000  
Renewal Date: 8/17/2023

**Policy Premiums \$25,406.00**

### Agent of Record

Farmers Insurance  
Jesse Valdez/Elsa Ramirez

1524 E. Los Angeles Ave  
Simi Valley, CA 93065  
farmersagent.com/jvaldez  
Tel. (805) 416-1498 office  
Fax (805) 582-9747

### Directors & Officers Coverage

Name of Insurer: Truck Ins. Exchange part of Farmers Insurance #09435 95 74  
Policy Limits: \$2,000,000/\$2,000,000 aggregate  
Policy Deductible: none  
Renewal Date: 8/17/2023

**Premiums included above**

### Umbrella Coverage

Name of Insurer: Truck Ins. Exchange part of Farmers Insurance #60668-74-52  
Policy Limits: \$2,000,000/\$4,000,000 aggregate  
Policy Deductible: none  
Renewal Date: 8/17/2023

**Policy Premiums \$935**

### Dock Coverage

Name of Insurer: United States Liability Insurance Company  
Policy Limits: \$1,000,000 per occurrence/\$2,000,000. aggregate  
Policy Deductible: none  
Renewal Date: 1/25/2023

**Premiums \$1,700**

The Board of Directors maintains these policy limits in accordance with California Civil Code and the opinion of the insurance agent of record. This coverage is for Association property only and does not cover any personal property or personal liability. The Board of Directors recommends that each owner speak with a licensed insurance agent to determine the correct coverage for personal property and liability. No individual Owner or resident may make a claim against any of the Association's insurance policies. The Board of Directors MUST approve a claim to be filed. Individual Owners may be responsible for paying a portion or all of the deductible, based on the circumstances of the claim.

**SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCEDURES**  
**SUMMARY OF ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

**Internal Dispute Resolution**  
(Civil Code §§ 5900 - 5920)

Pursuant to *Civil Code* § 5905, the Association is required to provide a fair, reasonable and expeditious dispute resolution procedure. The Association adopts the following Internal Dispute Resolution Procedure to apply to disputes between the Association and an Owner regarding their respective rights, duties or liabilities pursuant to the Davis-Stirling Common Interest Development Act, the Non-Profit Mutual Benefit Corporation Law, or the Association's Governing Documents:

1. The party may request, in writing, that the other party meet and confer in an effort to resolve the dispute.
2. A Member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The party receiving a request must respond within a reasonable time and in no event later than 15 business days after the request is mailed. If a Member does not respond within this time frame that Member will be deemed to have rejected the request.
4. If the request is accepted, the parties shall, in good faith, coordinate the meeting to take place within 30 days of acceptance at a mutually convenient time and place. If, through no fault of the Association, the parties are unable to schedule the meeting within this time frame, the requirements of Civil Code Section 5900 et. seq. will be deemed to have been met unless the parties mutually agree to extend this time frame.
5. The Association's board of directors may designate a member or members of the board to meet and confer with the Member. The Association's community manager, relevant expert and/or legal counsel may attend the meeting at the Association's sole cost. If the Association intends to have legal counsel present at the meeting, the Member shall be advised at least 10 days prior to the meeting.
6. The Member may be assisted at the meeting by an attorney or other person at the Member's sole cost. If the Member intends to have an attorney present at the meeting, the Member must advise the Association at least 10 days in advance of the meeting. If the Member does not provide this required notice and attends the meeting with an attorney, the meeting will not take place. Thereafter the Association will have the right to either reschedule the meeting or determine the requirements to have been fulfilled without a subsequent meeting.
7. At the meeting the parties shall explain their positions to each other, and confer in good faith in an effort to resolve the dispute. Discussions at the meeting are not confidential unless all attendees sign a confidentiality agreement.
8. A resolution of the dispute reached at the meeting binds the parties and is judicially enforceable if the following conditions are satisfied:

- i. The agreement is not in conflict with the law or the Governing Documents of the Association.
  - ii. The agreement is either consistent with the authority granted by the Board of Directors to its designee(s) or the agreement is ratified by the board of directors.
  - iii. The agreement is in writing and is signed by all parties, including the Board designee(s).
9. A member of the Association may not be charged a fee by the Association to participate in the IDR process. The parties may mutually agree to make use of local dispute resolution programs. If these programs are agreed to by the parties, the parties shall split the costs thereof.
10. The Association is not obligated to agree to use a mediator for IDR or to contribute towards any of the costs of that mediator and will not do so, unless agreed to in writing, in advance.

**Alternative Dispute Resolution (ADR)**  
(Civil Code §§ 5925 - 5965)

Each year, pursuant to *Civil Code* § 5965, the Association is required to notify the Owners of the requirements for Alternative Dispute Resolution (“ADR”) for disputes regarding the enforcement of the Davis-Stirling Common Interest Development Act (*Civil Code* §§ 4000 - 6150), the Nonprofit Mutual Benefit Corporation Law (*Corporations Code* §§ 7110 - 8910) or the Governing Documents of the Association. ADR means mediation, arbitration, conciliation or other non-judicial procedure that involves a neutral party in the decision-making process, and may be binding or non-binding with the voluntary consent of the parties.

Prior to an Owner or the Association filing an enforcement action in the Superior Court solely for declaratory, injunctive or writ relief, or for relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in *Code of Civil Procedure* §§ 116.220 and 116.221, the parties shall have endeavored to submit their dispute to alternative dispute resolution. [*Civil Code* § 5930] The pre-litigation ADR requirement does not apply to small claims actions or an assessment dispute except as otherwise provided by law. Any party to the dispute may initiate the process by serving on all other parties in the dispute a Request for Resolution by ADR. The Request for Resolution must contain: (1) a brief description of the dispute between the parties; (2) a request for alternative dispute resolution; and (3) a notice that the party receiving the Request for Resolution is required to respond within thirty (30) days of receipt or the request will be deemed rejected. The Request for Resolution must be served by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide actual notice of the Request. A copy of the following Civil Code sections must accompany the Request.

The Association is required to provide the following language with this summary:

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.

## **CIVIL CODE §§ 5925 - 5965**

### ***Civil Code § 5925      Definitions***

As used in this article:

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

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

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

### ***Civil Code § 5930      ADR Prerequisite to Enforcement Action***

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

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

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

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

### ***Civil Code § 5935      Request for Resolution***

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

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

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

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

### ***Civil Code § 5940      ADR Process***

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

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

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

***Civil Code § 5945 Tolling of Statute of Limitations***

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

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

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

***Civil Code § 5950 Certification of Efforts to Resolve Dispute***

(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.

***Civil Code § 5955 Stay of Litigation for Dispute Resolution***

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

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

***Civil Code § 5960 Attorney's Fees***

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

***Civil Code § 5965 Notice in Annual Policy Statement***

(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.

## The Lakeside at the Resort Collection Policy (excerpt from the CC&Rs)

5.7 Delinquency. Any installment of an assessment provided for in the Declaration shall be delinquent if not paid within fifteen (15) days of the due date as established by the Board of Directors of the Association. The Board shall be authorized to adopt a system pursuant to which any installment of Annual Assessments, Capital Improvement Assessments, Special Assessments, or Reconstruction Assessments not paid within thirty (30) days after the due date, plus all reasonable costs of collection (including attorneys, fees) and late charges as provided herein, shall bear interest commencing thirty (3) days from the due date until paid at the rate of up to twelve percent (12%) annum, but in no event more than the maximum rater permitted by law. The Board may also require the delinquent Owner to pay a late charge in accordance with California Civil Code Section 1366© (2). The Association need not accept any tender of a partial payment of an installment of an assessment and all costs and attorney's fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payments thereafter.

5.8 Creation and Release of Lien. All sums other than Special Assessments assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Condominium prior and superior to (a) any declaration of homestead Recorded after the Recordation of this Declaration, and (b) all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charges of any first Mortgage of record (meaning any Recorded mortgage or Deed of Trust with first priority or seniority over other Mortgages or Deeds of Trust) made in good faith and for value and Recorded prior to the date on which the "Notice of Lien" (described in this Section) against the respective Condominium was Recorded. The lien shall become effective upon Recordation by the Board or its authorized agent of a Notice of Assessment ("Notice of Lien") securing the payment of any Annual, Capital Improvement or Reconstruction Assessment or installment thereof, levied by the Association against any Condominium Owner as provided in Section 1367 of the California Civil Code. The Notice of Lien shall state (i) the amount of the assessment or installment, as the case may be, and other authorized charges and interest, including the cost of preparing and recording the Notice of Lien, (ii) the expenses of collection in connection with any delinquent installments, including without limitation reasonable attorneys, fees, (iii) a sufficient description of the Condominium against which the same has been assessed, (iv) the name and address of the Association, (v) the name of the Owner thereof, and (vi) in order for the lien to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice of Lien shall be signed by any authorized officer or agent of the Association. The lien shall relate only to the individual Condominium against which the

assessment was levied and not to the Property as a whole. Upon payment to the Association of the full amount claimed in the Notice of Lien, or other satisfaction therefore, the Board of Directors shall cause to be Recorded a Notice of Satisfaction and release of Lien ("Notice of Release") stating the satisfaction and release of the amount claimed. The Board of Directors may demand and receive from the applicable Owner a reasonable charge, to be determined by the Board, for the preparation and Recordation of the Notice of Release before Recording it. Any purchaser or encumbrancer who has acted in good faith and extended value may rely upon the Notice of Release as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

Please refer to CC&Rs for additional information regarding Enforcement of Liens.



The Lakeside at the Resort  
SUMMARY OF ARCHITECTURAL PROCEDURES AND REQUIREMENTS

This summary is intended to provide a brief overview of the architectural procedures and requirements of The Lakeside at the Resort ("Association") and is not intended to supplant or otherwise supersede the Association's full regulations set forth in the Declaration of Covenants, Conditions and Restrictions ("Declaration"). Owners desiring to make architectural modifications within the Association should first review any Architectural Rules in their entirety, as well as the Declaration and should not rely solely on this summary. The Declaration shall prevail in the event of any conflict with this summary.

1. The Declaration applies to any additions of or changes to the exterior building, building structure, fence, wall or other structure or Improvement within the Association.
2. Specific examples of changes requiring approval include but are not limited to the following: modification to a Lot, including but not limited to movement, relocation, construction, or removal of exterior walls, windows, patios, exterior painting, patio covers, doors, landscaping and placement.
3. No construction on or remodeling of a Lot within the Association may be commenced unless it has been previously approved as provided in the Declaration. All applications for approval must be made in writing by the owner and be delivered to the Association Manager's Office.
4. The written application must contain a narrative description of the remodeling setting forth in detail as a representation of the remodeling to be done: (i) the nature of the work to be performed, (ii) the time frame in which the work is to be performed, (iii) the extent of any construction which may adversely impact other property owners, and (iv) the time and days of the week during which any heavy construction will occur. The application must also contain diagrams or other drawings showing the location and extent of the proposed remodeling / construction.
5. Owners should receive a response to the written application within thirty (30) days after receipt. The date for a response by the Association may be postponed if necessary and Owner will be advised, in writing, of the need for postponement and the time frame by which a decision will be provided. Postponement may be necessary if additional information or documentation is requested of the Owner. Denial of an application will be made in writing and will include the reasons for denial and the procedure which the Owner may utilize for reconsideration of the decision by the Board.
6. Any challenge of a decision to disapprove a proposed change must be made in writing by the applicant and delivered to the Board of Directors care of the Property Manager, within thirty (30) days after the determination is sent to the Owner. Within sixty (60) days after receipt of a written appeal, the Board of Directors shall reconsider the specific issues on appeal. Within fifteen (15) days after receipt of an appeal, the Property Manager shall notify the applicant of the date, time and place of the Board of Directors meeting at which the challenge will be considered.

Improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Property Improvement, the Board shall be directed to consider and vote on the aforesaid question if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

14.2 Consideration by the Members. A special meeting of Members, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Members representing five percent (5%) of the total voting power of the Association. A vote of a majority of the voting power of the Association residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE XV  
GENERAL PROVISIONS

15.1 Enforcement of Restrictions.

15.1.1 Violations Identified by the Association. If the Board determines that there is a violation of any provision of the Restrictions, or the Architectural Committee determines that an Improvement which is the maintenance responsibility of an Owner is in need of installation, maintenance, repair, restoration or painting, then the Board shall give written notice to the responsible Owner identifying (i) the condition or violation complained of, and (ii) the length of time the owner has to remedy the violation including, if applicable, the length of time the Owner has to submit plans to the Architectural Committee and the length of time the Owner has to complete the work proposed in the plans submitted to the Architectural Committee.

If an Owner does not perform such corrective action as is required by the Board and the Architectural Committee within the allotted time, the Board, after Notice and Hearing, may undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the Owner as a Special Assessment. Such Special Assessment shall be subject to enforcement and collection by the Board in accordance with the procedures provided for in this Declaration.

If the violation involves nonpayment of any type of Assessment, then the Board shall be entitled to collect

LAKESIDE AT THE RESORT HOMEOWNER ASSOCIATION

**MEMBERSHIP LIST – OPT OUT FORM**

I, \_\_\_\_\_, am the current owner of real property located within the \_\_\_\_\_ Homeowners Association (“Association”), with the common street address of \_\_\_\_\_, and have full authority to make legal decisions affecting my residence/lot.

Pursuant to Civil Code section 5220, and any successor statute, I hereby exercise my right to opt out of sharing my name, property address, mailing address or any of my personal information with any other member of the Association. I prefer to be contacted by an alternative process as described in Corporations Code section 8330(c).

This opt out shall remain in effect until changed by me or my legal representative.

\_\_\_\_\_  
NAME OF MEMBER

\_\_\_\_\_  
SIGNATURE OF MEMBER

\_\_\_\_\_  
ASSOCIATION ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ALTERNATE MAILING ADDRESS

Please return this form to Desert Resort Management:

Fax: 760-346-9918 / Email: [serviceorders@drmineternet.com](mailto:serviceorders@drmineternet.com)

Or mail to: P.O. Box 14387, Palm Desert, CA 92255



**Lakeside at the Resort**, (Association) now offers all Owners the ability to receive notices and other correspondence from the Association electronically. If Owners accept delivery electronically, the Association hopes to reduce expenses associated with copying, mailing and postage, while also helping reduce the Association’s carbon footprint and effect on the environment. Please complete and return this consent form to take advantage of this offer and to begin receiving communications electronically. ***Please note this form must be renewed annually, this helps to insure we have the most current email address on file.***

The undersigned Owner/Member hereby agrees to accept delivery of all legally permissible documents and notices from the Association in electronic form, via e-mail in Adobe PDF or similar format. The documents which can be sent to you by the Association in electronic form include, but are not limited to, the following:

- |   |  |
|---|--|
| <input type="checkbox"/> Regular or Special Board Meeting Notices | <input type="checkbox"/> Informal Dispute Resolution (IDR) Notice    |
| <input type="checkbox"/> Proposed Rule Change Notices             | <input type="checkbox"/> Alternative Dispute Resolution (ADR) Notice |
| <input type="checkbox"/> Request for Candidates, etc.             | <input type="checkbox"/> Secondary Address Notice                    |
| <input type="checkbox"/> Pro Forma Operating Budget or Summary    | <input type="checkbox"/> Reserve Funding Plan                        |
| <input type="checkbox"/> Insurance Coverage Summary               | <input type="checkbox"/> Reserve Study                               |
| <input type="checkbox"/> Rules and Regulations                    | <input type="checkbox"/> Reserve Study Updates                       |
| <input type="checkbox"/> Disclosure Document Index                | <input type="checkbox"/> Financial Statements and/or any Reviews     |
| <input type="checkbox"/> Newsletter                               | <input type="checkbox"/> Assessment Collection Policy                |
| <input type="checkbox"/> Access to Board Minutes                  | <input type="checkbox"/> Assessment and Foreclosure Notice/Form      |
| <input type="checkbox"/> Architectural Change Notice              | <input type="checkbox"/> Monetary Penalty Schedule                   |

By signing below, you confirm that you are Owner of the property listed below and/or authorized to make decisions for and bind the property. You further consent to the matters described herein and understand that with certain legally required exceptions by signing below you will no longer receive notices and documents from the Association via U.S. mail. You can revoke this authorization and again receive notices, disclosures and other documents from the Association in printed copy by sending a revocation notice to Desert Resort Management by email to [ServiceOrders@drminternet.com](mailto:ServiceOrders@drminternet.com) , by facsimile (760-346-9918), or by 1st class mail to P.O. Box 14387, Palm Desert, CA 92255-4387.

No more than one (1) e-mail address will be accepted as the primary address for delivery of the above documents, per property address. This signed form may be returned to the Association by e-mail, facsimile, personal delivery or 1st class mail by using the information listed above.

**I understand and agree that delivery of any notices, documents, communications or disclosures are complete at the time of e-mail transmission from the Association. I further understand that it is my obligation to notify the Association through the means described in this form if the e-mail address at which I wish to receive notice changes. I understand that I have the right, at any time, to have the documents delivered electronically pursuant to this consent form made available to me in paper form upon my written request.**

\_\_\_\_\_  
Signature of Owner/Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address within the Association

\_\_\_\_\_  
Primary E-Mail Address  
(Please Print Legibly)



# REQUEST FOR AUTOMATIC PAYMENT OF ASSESSMENTS

Thank you for your interest in Electronic Funds Transfer. Please fill out the following information to complete this request.

## HOMEOWNER AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

I authorize the branch and the financial institution listed below to debit my bank account automatically for each association assessment billing period. **Note: Information below is required. If not provided, there will be delays in processing your direct debit request.**

Management Company Name: Desert Resort Management

Homeowner Name: \_\_\_\_\_

Homeowner Account Number: \_\_\_\_\_

Association Name: Lakeside at the Resort

Address And Unit #: \_\_\_\_\_

City: Lake Arrowhead State: CA Zip: 92352

Direct Debit Start/Stop Date (MM/YYYY): \_\_\_\_\_ / \_\_\_\_\_

Homeowner Bank Name: \_\_\_\_\_

Homeowner Bank Routing Number: \_\_\_\_\_

Homeowner Bank Account Number: \_\_\_\_\_

- CHECKING ACCOUNT** - Include a voided check from the account you would like to debit
- SAVINGS ACCOUNT** - Include letter from bank that includes your full account number and routing number. **Statements will not be accepted.**

*Only checks for US Banks will be accepted. Deposit slips cannot be used in place of a voided check.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*In order for funds to be pulled in time for next month's assessment, this form must be received no later than the 20th of the prior month. The automatic payment process will begin with your next assessment period once we have received your completed form and either your voided check or letter from bank that includes your full account number and routing number.*

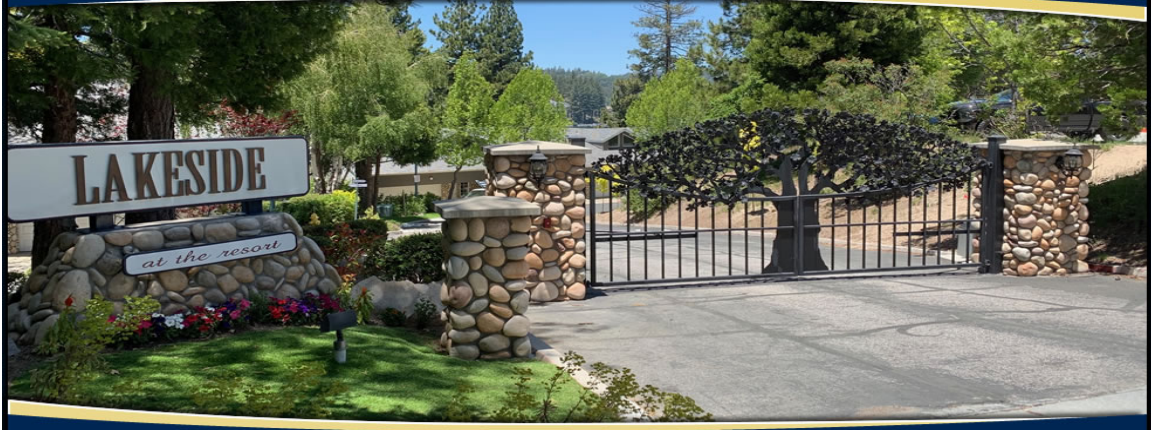
**Return by email: Scan and send this form and a voided check to: [serviceorders@drminternet.com](mailto:serviceorders@drminternet.com)**

**Return by mail:**  
Complete and send this form and a voided check to the following address:

**OR**

**Desert Resort Management**  
P.O. Box 14387  
Palm Desert, CA 92255

*Delivering unsurpassed management and lifestyle services to communities worldwide.*



**Lakeside at the Resort Tidbits – November 2022  
“Late-Fall and Early-Winter Edition”**

**THESE TIDBITS DO NOT REPLACE OR CHANGE THE CC&Rs, RULES, REGULATIONS, AND OTHER CONTROLLING LEGAL DOCUMENTS GOVERNING OUR CONDOMINIUM DEVELOPMENT.**

- The roof project is essentially complete with final inspection and remaining issues to be resolved by the contractor. Those of you in the development this summer saw the tear-off of the old shingles and the rotten plywood beneath it that was replaced during the project. Here are two examples of the rotten plywood discovered during the tear-off of the old shingles:



- **No one** should be on the new roofs. This includes homeowners and contractors. Having people on the new roof could invalidate our warranty.

- Please let the Architectural Committee know of any work you are planning to do inside or outside your unit **before** you start. This is for both rules' compliance and safety.
- Owners and guests are **not** allowed to charge their electric vehicles using the common area outlets located in the carports. Please use your own electric outlets when you park in your garage, or the charging stations located in the parking structure in Lake Arrowhead Village.
- If you need snow removal at the entrance into your unit or in front of your garage, please contact Stacey Lippert of the HOA Management Company at [slippert@drmineternet.com](mailto:slippert@drmineternet.com) at least 48 hours in advance of your arrival so arrangements with our snow removal company can be made for you.
- Granulated snow melt is available inside on the left side of the dumpster receptacle if you need it to help melt snow and ice.
- This winter when you pull up in your car to the gate to enter the development and wait for the gate to open, please be careful and keep an extra distance between your car and the gate. Last winter season, a car slid on the ice at the entrance slope into the gate, causing damage to the gate.
- Stay informed. If you have not already done so, please complete and mail the Owner Information Document. It helps you receive timely email notifications for our development. If you need the document, please notify Stacey Lippert of the HOA Management Company at [slippert@drmineternet.com](mailto:slippert@drmineternet.com).
- Get the word out to other homeowners. If you know of a homeowner that is not receiving these periodic "Tidbits", please hand them a copy. Also, please let them know to notify Stacey Lippert of the HOA Management Company at [slippert@drmineternet.com](mailto:slippert@drmineternet.com) to begin receiving them. Past issues of "Tidbits" are available on either of our websites located at <https://app.townsq.io/login> or [www.lakesideattheresort.com](http://www.lakesideattheresort.com). **Not so subtle hint:** There are homeowners not currently receiving or reading the "Tidbits" that would greatly benefit from doing so.
- The HOA Meeting Minutes are also available on these two websites. Take a moment to read through them to keep up with issues in our development.
- The HOA Rules & Regulations can be found at the following link: [http://www.lakesideattheresort.com/editor\\_upload/File/Rules%20and%20Regulations%20Updated.pdf](http://www.lakesideattheresort.com/editor_upload/File/Rules%20and%20Regulations%20Updated.pdf) Please take a moment to reacquaint yourself with the rules.

**TIDBIT TIP: BE SAFE. BE SMART. BE A GOOD NEIGHBOR**



WHERE

# COMMUNITY MANAGEMENT & COMMUNITY ENGAGEMENT

MEET

**Introducing TownSq.** A new, all-in-one solution for better community living, TownSq delivers the most complete, mobile community experience by helping you connect, collaborate and stay-up-to-date on everything happening in your community – from daily management and ongoing maintenance to community programs and events.

No other app addresses the unique social and administrative aspects of community living. With TownSq you can:

- Engage with one another
- Pay from any device
- Reserve common areas
- Track maintenance requests
- Access important association documents
- Get updates when community tasks are completed
- And more – any time on any device.

**Our communities use TownSq to empower management teams, board members and homeowners to experience community their way.**

**VISIT [WWW.TOWNSQ.IO](http://WWW.TOWNSQ.IO) TO LOGIN OR REGISTER, AND DOWNLOAD THE APP.**

**townsq**  
experience  
community your way

