

# Annual Disclosure 2022

LAKE DON PEDRO OWNERS' ASSOCIATION  
5182 FUENTES DE FLORES  
LA GRANGE, CA 95329  
(209) 852-2312  
info@ldpoa.com www.ldpoa.com

May 1, 2022

Dear Owners:

## **SUBJECT: 2022-2023 BUDGET AND ASSESSMENT COLLECTION INFORMATION**

Enclosed, please find the 2022-23 Budget for the Lake Don Pedro Owners' Association which has been adopted by the Board of Directors. State law also requires that the Association notify the membership of the assessment collection policy on an annual basis. The Lake Don Pedro Owners Association's Assessment Collection Policy is enclosed:

The annual assessment for the 2022-2023 fiscal year will be \$100 per lot. Any questions in regard to the status of your account with the Association should be directed to the Association's office at (209) 852-2312, email: info@ldpoa.com.

California State Law also requires these additional disclosures:

### **Person Designated to Receive Official Communications to the Association**

All official communications to the Association must be in writing and mailed or e-mailed to:

Ms. Pam Hatler  
5182 Fuentes De Flores  
La Grange, CA 95329-9418  
info@ldpoa.com

### **Right to Have Notices Sent to Two Different Addresses**

Each Member has the right, upon request to the Association, to have notices from the Association sent to two different addresses. To have the Association send notices to two different addresses, you must submit a written request, which includes the following information, to the person designated to receive official communications to the Association:

1. Your name,
2. Your lot number within the Development, and
3. Your second mailing address.

### **Location(s) for Posting General Notices**

The Association shall post all General Notices at the following location(s):

1. The LDPOA Hacienda, 5182 Fuentes de Flores, La Grange, CA 95329
2. The Don Pedro Market, 3317 Hwy 132, La Grange, CA 95329

In addition, they will be posted on the Association's website www.ldpoa.com and on the Association's Facebook page www.facebook.com/ldpoa/ barring any technology issues that may interfere.

### **Right to Receive General Notices by Individual Delivery**

Each Member has the right, upon request to the Association, to have the Association deliver any notice or document required to be delivered by General Delivery pursuant to California Civil Code Section 4045, by Individual Delivery. To have the Association send you notices and documents by Individual Delivery, you must submit a written request, which includes the following information, to the person designated to receive official communications to the Association:

1. Your name,
2. Your lot number within the Development, and
3. A statement that you are invoking your right to have notices and documents sent by Individual Delivery rather than by General Delivery.

### **Members' Rights to Obtain Copies of Board Meeting Minutes**

[California Civil Code §4950(b)]

Each Association Member has the right, upon request to the Association, to obtain copies of the minutes of

Board meetings (other than executive sessions of the Board).

To obtain copies of such minutes, you must submit your written request, which includes the following information, to the person designated to receive official communications to the Association:

1. Your name.
2. Your lot number within the Development, and
3. The date of the meeting for which the minutes are requested.

The Association is permitted to require Members to reimburse the Association's costs for providing copies of such minutes.

### **Members' Rights to Receive a Financial Report**

[California Corporations Code §8321]

Each Member has the right, upon request to the Association, to receive a copy of the most recent financial report prepared pursuant to California Corporations Code §8321. To obtain such financial report, you must submit your written request to the person designated to receive official communications to the Association.

### **The mailing address for overnight payment of assessments is:**

Lake Don Pedro Owners' Association, 5182 Fuentes De Flores, La Grange, CA 95329.

In addition to the legally required document availability the Association has made many association documents available on the Association website at www.ldpoa.com .

If you have any questions in regard to any of the above or enclosed information, please feel free to contact to Association office by telephone (209) 852-2312 or by email (info@ldpoa.com).

Sincerely,

LAKE DON PEDRO OWNERS' ASSOCIATION  
BOARD OF DIRECTORS

### **Lake Don Pedro Owners' Association 2022/23 ANNUAL BUDGET REPORT**

The Annual Budget Report includes the following:

- (1) Pro Forma Operating Budget;
- (2) Statement Regarding Outstanding Loans;
- (3) Summary of the Association's Reserves;
- (4) Statement Regarding Deferring Repairs or Replacement of Major Components;
- (5) Statement Regarding the Likelihood of Future Special Assessments;
- (6) Statement Regarding Funding Mechanisms for Repair or Replacement of Major Components;
- (7) Statement Regarding the Calculation and Establishment of Reserves;
- (8) Assessment and Reserve Funding Disclosure Summary Form;
- (9) Summary of the Reserve Funding Plan; and
- (10) Summary of the Association's Insurance Coverages.

### **Statement Regarding Outstanding Loans**

The Association currently has no outstanding loans with a term of more than one year.

## ASSESSMENT COLLECTION POLICY

**Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and Civil Code 5600 et seq., the following are the Association's assessment practices and policies:**

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Section 5650(a)).
2. The annual assessment is due and payable on July 1 of each year. A courtesy billing invoice is sent to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full each year regardless of whether a bill or invoice is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the Notice of Assessment, which date will not be less than 30 days after the date of notice of the special assessment.
3. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within 30 days of the stated due date are delinquent and shall be subject to a late charge of 10% of the delinquent assessment.
5. An interest charge at the rate of 12% per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue 30 days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than 30 days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.
7. A first notice of past due assessment ("late letter") will be prepared and mailed once an assessment becomes delinquent.
8. If an assessment is not received within 60 days after the assessment becomes delinquent, the Association or its designee, in the event the account is turned over to a collection agent, will send a pre-lien letter to the owner as required by Civil Code Section 5660 by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account, impending collection action and the owners right to request that the Association participate in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien letter. Notwithstanding the provisions of this Paragraph, the Association may (i) send a pre-lien letter to a delinquent owner at any time when there is an open escrow involving the owner's Unit/Lot, and/or (ii) issue a pre-lien letter immediately if any Special Assessment becomes delinquent.
9. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within 30 days of the date of the pre-lien letter, the Board shall decide, by majority vote in an open meeting, whether to authorize the collection agent to record a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, against the owner's property. If the Association authorizes the collection agent to record a lien against the owner's property, the owner will be charged for the fees and costs of preparing and recording the lien. The lien may be enforced in any manner permitted by law, including, without limitation, judicial and non-judicial foreclosure (Civil Code Section 5700 et seq.).
10. Once the matter has been transferred to the collection agent, the collection agent may be authorized to enforce the lien 30 days after recordation of the lien and may be authorized to foreclose the lien by non-judicial foreclosure sale when either (a) the delinquent assessment amount totals \$1,800 or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more than 12 months. You could lose ownership of your property if a foreclosure action is completed. You will be responsible for significant additional fees and costs if a foreclosure action is commenced against your property.
11. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record the vote in the minutes of the next open Board meeting. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
12. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent for delivery to the Association pursuant to Civil Code Sections 5900 through 5915, inclusive.

Lake Don Pedro Owners' Association  
ASSESSMENT COLLECTION POLICY – Page 2

13. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 et seq. before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
14. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to the collection agent to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within 15 days of the postmark date of the pre-lien Letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
15. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
16. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorney's fees, must be paid in full to the Association.
17. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.
18. The Association shall charge the owner a \$25.00 fee for any check tendered to the Association that is returned unpaid by the owner's bank. If the check cannot be negotiated, the Association may also seek to recover damages of at least \$100.00 or, if higher, three times the amount of the check, up to \$1,500.00 pursuant to Civil Code Section 1719.
19. All charges listed herein are subject to change upon 30 days' prior written notice.
20. Until the owner has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, and suspend the owner's right to use the Association's recreational facilities after providing the owner with a duly noticed hearing pursuant to Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent owner from the use, benefit and pleasure of the owner's lot.
21. **The mailing address for overnight payment of assessments is:  
Lake Don Pedro Owners' Association, 5182 Fuentes De Flores, La Grange, CA 95329.**

## NOTICE

## ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

## ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure.

For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than \$1,800. For delinquent assessments or dues in excess of \$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. (Sections 5725 of the Civil Code)

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**ASSESSMENTS AND FORECLOSURE - Page 2**

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 3 (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 PAYMENTS PLANS**

An owner of a separate interest that is not a timeshare 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 exist. (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)

**Summary of Dispute Resolution Procedures**

**INTERNAL DISPUTE RESOLUTION PROCESS**

**(Civil Code Sections 5900 - 5915)**

California Civil Code Sections 5900 - 5915 require an association to provide a fair, reasonable, and expeditious procedure for resolving certain disputes between the association and a member. The following procedure, which may be invoked by either party to a dispute, shall apply:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be made in writing.
- (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- (3) The association's board of directors shall designate a member of the board to meet and confer with the other party to the dispute.
- (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.
- (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.

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**INTERNAL RESOLUTION - Page 2**

An agreement reached under this meet and confer procedure binds the parties and is enforceable by a court if 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 of directors to its designee or the agreement is ratified by the board of directors.

If the parties to the dispute are unable to resolve the matter using this internal dispute resolution procedure, the association or the member may then serve a Request for Resolution pursuant to California Civil Code Section 5935, if applicable.

**ALTERNATIVE DISPUTE RESOLUTION SUMMARY**

**(Civil Code Sections 5925 - 5965)**

California Civil Code Sections 5925 - 5965 address your rights to sue the association or another member of the association regarding the enforcement of the governing documents. The following is a summary of the provisions of Civil code Section 5925 - 5965:

In general, Civil Code Sections 5925 - 5965 encourage parties to certain disputes involving enforcement of an association's governing documents to submit the dispute to a form of alternative dispute resolution (ADR) such as mediation or arbitration prior to filing a lawsuit. The form of ADR may be binding or non-binding, and the costs of the ADR shall be borne by the parties.

Any party to a dispute may initiate the process of ADR by serving a Request for Resolution on all other parties to the dispute. A Request for Resolution must contain: (1) a brief description of the dispute between the parties, (2) a request for ADR, (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, and (4) if sent to the owner of a separate interest, a copy of Civil Code Sections 5925 - 5965. If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless otherwise agreed by the parties. Once a Request for Resolution is served, all applicable statutes of limitation are tolled as set forth in Civil Code Section 5945.

**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 YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.**

The law requires the party filing a lawsuit for enforcement of the association's governing documents to file a certificate with the court stating that (1) ADR has been completed prior to the filing of the suit, or (2) ADR was not undertaken because one of the other parties to the dispute did not accept the terms offered for the ADR, or (3) ADR was not undertaken because preliminary or temporary injunctive relief is necessary. Failure to file this certificate can be grounds for dismissing the lawsuit.

Furthermore, while the prevailing party in any lawsuit to enforce the governing documents shall be awarded attorneys' fees and cost, under Civil Code Section 5960 the court may consider whether a party's refusal to participate in ADR was reasonable when it determines the amount of the award.

**LAKE DON PEDRO OWNERS' ASSOCIATION**

**REQUIREMENTS FOR**

**ASSOCIATION APPROVAL OF PHYSICAL CHANGES TO PROPERTY**

**(CALIFORNIA CIVIL CODE SECTION 4765(c))**

If your property is located in Lake Don Pedro Units M1, M2 or M3 (Mariposa County):

- **Types of changes that require Association approval:**  
Any change described in Sections 6(a), 7(b), 7(d), 8(b), 8(f), 8(h), 8(i) or 8(m) of the "Declaration of Restrictions, Lake Don Pedro, Unit 1-M", recorded on July 18, 1969 in Book 115 at Page 35 of the Official Records of Mariposa County (the "Mariposa CC&Rs") requires approval by the Association prior to implementation. Please reference these Sections before undertaking any improvement project on your lot.
- **Procedures used to review and approve or disapprove proposed changes:**  
The procedures and considerations in the approval process for making the changes described in the Sections above can be found in the attached Sections 6(c) and 6(e) of the Mariposa CC&Rs. In addition, the Association requires completion and submission of the attached "Design Review Application" for improvement projects.

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Lake Don Pedro Owners' Association

**ASSOCIATION APPROVAL OF PHYSICAL CHANGES TO PROPERTY - Page 2**

**Mariposa CC&Rs**

Section 6(c)

Submittal of plans. There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. In addition, topography maps prepared by a registered civil engineer or a licensed land surveyor shall be included as part of all plans relating to lakefront lots.

Section 6(e)

Approval of plans. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days is required for such approval or disapproval. Plans, specifications and details not approved or disapproved or for which time is not extended within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy shall be retained by the Committee for its permanent files.

If your property is located in Lake Don Pedro Units T1, T2 or T3 (Tuolumne County):

• **Types of changes that require Association approval:**

Any change described in Section 1(d) or 1(g) of the following documents require approval by the Association prior to implementation. Please reference these Sections before undertaking any improvement project on your lot:

“Declaration Rescinding Covenants, Conditions and Restrictions, and Imposing Covenants, Conditions and Restrictions”, recorded on September 30, 1968 in Volume 257 at Page 686 in the Official Records of Tuolumne County (the “Unit One CC&Rs”);

“Declaration Rescinding Covenants, Conditions and Restrictions, and Imposing Covenants, Conditions and Restrictions”, recorded on September 30, 1968 in Volume 257 at Page 695 in the Official Records of Tuolumne County (the “Unit Two CC&Rs”); or

“Declaration Rescinding Covenants, Conditions and Restrictions, and Imposing Covenants, Conditions and Restrictions”, recorded on November 25, 1968 in Volume 261 at Page 686 in the Official Records of Tuolumne County (the “Unit Three CC&Rs”);

Lake Don Pedro Owners' Association

The Unit One CC&Rs, Unit Two CC&Rs and Unit Three CC&Rs are collectively referred to as the “Tuolumne CC&Rs”.

• **Procedures used to review and approve or disapprove proposed changes:**

The procedures and considerations in the approval process for making the changes described in the Sections above can be found in the attached Section 1(g) of the Tuolumne CC&Rs. In addition, the Association requires completion and submission of the attached “Design Review Application” for improvement projects.

**Tuolumne CC&Rs**

Section 1(g)

That all lots subject to these provisions, conditions, restrictions, and covenants shall be and remain of the size and dimension shown on the unit map referenced above, save and except where a change in lot size and dimension shall be approved by the Architectural Board and the County of Tuolumne.

No house, garage, outbuildings, fence, or other structure shall be built, erected, placed, or altered on any residential lot in the unit or subdivision unless and until the building plan specifications and plot plan have been reviewed in advance by the Architectural Board, and the same has been approved conditionally or otherwise.

Said review and approval shall include without being restricted, topography, finish, ground elevations, landscaping, drainage, color, material, design, artistic conformity to the terrain, and other residences in the area, and architectural symmetry. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of said improvements. It not being the intent of these restrictions to control the interior layout or design of said structures.

For the period of time specified herein, said Architectural Board will be appointed by Declarant owner herein, and any party seeking approval therefrom may contact said Architectural Board through Declarant. At any time, Declarant may request and the Association (as defined in paragraph Two hereof) may elect to accept responsibility for appointment of the Architectural Control Board, provided further that in any event, appointment of the Architectural Control Board shall be the sole and exclusive responsibility of the Association when a period of thirty calendar months shall have elapsed from the date of Declarant’s last filing with the State of California Division of Real Estate of a Questionnaire and application for Public Report for any unit in the Subdivision.

**Lake Don Pedro Owners' Association Architectural Approval Process**

A completed application packet must be submitted to the Lake Don Pedro Owners' Association office, 5182 Fuentes de Flores, La Grange, CA 95329 -9418. The application packet should include:

1. A completed and signed application form. ACC Review Request application forms are available at the LDPOA office address above and online at www.ldpoa.com
2. Plot Plan (Site Plan) to scale (1 inch = 50 feet) including dimensions and proposed location, setback lines, driveway location, septic location, easements, and “North” arrow. Include locations and sizes of trees to be removed.
3. If applicable (see “Review Fee” guideline below), a check for the architectural review fee of \$50.00.\*
4. Two (2) copies of the plans to be approved (1 set for LDPOA files, 1 set to be returned with approval).

Plans should include all the following applicable to the proposed project:

**Structures**

- a) Septic &/ or Engineered septic plans to scale
- b) Copies of County Health Dept. septic permits.
- c) Foundation Plans to scale and elevation of ground contour at foundation line.
- d) Building Elevations drawn to scale (1/4 inch = 1 foot) including front, sides, and rear.
- e) Floor plans to scale (min. 800 sq. ft. living space). Eave overhang of 16 inches required.
- f) Description of exterior finishes and materials, including roof, walls and decks. All metal must be painted or colored.
- g) Copy of registration or proof of manufacture date for all modular buildings.

**Other improvements**

Fencing – Items 1 & 2. Item 4 plans to include:

Elevation drawings including descriptions of construction materials to be used in construction or pictures of fence appearance. Fence height maximum 5 feet.

Front (roadside) fences must be wood or other decorative material with same materials to continue for least 20 feet down sides.

Pads, patios, decks, arbors, etc. – Items 1 & 2. Item 4 plans to include:

Elevation drawings including descriptions of construction materials to be used in construction or pictures / brochures of appearance.

*\*A one-time Architectural Review Fee of \$50.00 is due upon submittal of house or septic plans. There are no fees for further submissions. Checks should be made payable to LDPOA.*

Until all of the required items listed above have been received by the Association, the application shall not be deemed to have been submitted.

**Inspections:** The property owner and/or builder grants permission for the LDPOA Architectural Committee to conduct on-site inspection of the property for the purpose of determining the location of corner stakes and building foundations prior to commencement of construction and at reasonable times during the course of construction.



**RESOLUTION**

The following action was taken at the duly noticed and held meeting of the Board of Directors (the "Board") of the Lake Don Pedro Owners' Association (the "Association") on May 9, 2019, at which at least a quorum of the Directors were present. Notice of this proposed action was provided to all Association members as of April 5, 2019.

The Association is the owners' association formed to manage the Lake Don Pedro residential planned development located partly in Mariposa County and partly in Tuolumne County, California (the "Development"); and

The Association has the power to enforce the provisions of the various Declarations of Restrictions that encumber the Development and the other governing documents of the Association (the "Governing Documents"); and

The Board previously adopted Resolution 14-2 creating a process to receive complaints of violations of the Governing Documents and conduct enforcement actions and is hereby incorporated; and

The only current means of enforcing the rules when a property owner refuses to remedy a violation is to file an expensive lawsuit, thereby increasing costs to the Association members; and

In recent years, due to population growth and development within the Development, complaints involving the following have increased substantially:

- 1) Runoff of toxic or hazardous waste or other substances, including animal waste;
- 2) Excessive accumulation of garbage and associated odors;
- 3) Substantial amount of livestock and other farm animals being raised or housed with insufficient acreage for proper feed and support, resulting in neglect;
- 4) Substantial amounts of animals, including poultry, creating excessive noise on a daily basis; and
- 5) Long-term camping/living in RV's on property without an Association permit.

Such violations may affect the health, safety, quiet enjoyment and property values in the Development; and

It is the Board's duty to protect the value and quality of life within the Development and effectively support enforcement of the restrictions and regulations each owner accepts and agrees to abide by when purchasing property in the Development.

IT IS THEREFORE RESOLVED that the Association shall enforce use restrictions set forth in any of the Governing Documents rising to the level of nuisance, affecting the health, safety and well-being of residents and animals, or the quiet enjoyment of property, as follows:

1. Complaints shall be received and investigated in accordance with Resolution 14-2.
2. Upon verification of a complaint, a notice of violation, describing the nature of the violation, shall be provided to the property owner by first class mail and/or personal delivery. The owner shall have 30 days to remedy the violation. The Association may, but shall not be obligated to, provide a copy of the letter to the resident of the property if the owner is not in residence.
3. If the violation has not been corrected within 30 days, the Board shall conduct a hearing prior to imposition of the fine in accordance with the attached fine schedule. Notice shall be delivered to the owner 10 days prior to the hearing by first class mail and/or personal delivery. The notice shall contain the following information:
  - a. The date, time and place of the hearing;
  - b. The nature of the alleged violation for which corrective action may be taken against the owner;
  - c. Statement that the owner has the right to attend, address the Board and present any evidence in his/her defense at the hearing, or that he/she has the right to submit their defense in writing;
  - d. Statement that the hearing will be held whether or not the owner chooses to appear in person or by writing.
4. Conduct of the Hearing: The hearing shall be conducted in executive session. Only the following parties may be present at the hearing: the owner, legal counsel for the owner, the Board, members of the Association's management staff, the Association's legal counsel, witnesses who will provide testimony and such other persons as the Board deems helpful to the conduct of the hearing and the determination of the facts, subject to the Board's right, but not obligation, to exclude witnesses during the time they are not providing testimony. The Board shall determine the procedure to be followed.

5. Decision by the Board: The Board shall deliberate in closed session. Written notice of the Board's findings and decision shall be delivered by first class mail and/or personal delivery within fifteen (15) days after the decision has been made. The decision of the Board shall be final.

6. Corrective Action: If the Board determines that a violation has occurred, it may impose a fine in accordance with the schedule of fines attached as Exhibit A, suspend membership rights and take any other corrective action allowed by law including the commencement of legal proceedings and seeking injunctive relief. A fine may be imposed for a continuing violation on a daily basis as set forth in Exhibit A.

7. Collection of any fines will be in accordance with the Association's collections policy. Delinquent fines will be subject to a late charge of 10%.

**EXHIBIT A  
PENALTY SCHEDULE**

1st Violation.....	Fine up to \$250
2nd Violation (same offense).....	\$50 to \$350
3rd Violation (same offense).....	\$100 to \$450
Additional Violations (same offense).....	Fine up to \$550
Continuing violation.....	Daily fines of up to \$100 until cured
Suspension of common area privileges	
Assessment may be levied to reimburse Association expenses, including attorney's fees and costs.	

Vote: 6 Yes, 0 No

Passed by the Board of Directors at the open Board Meeting on May 9, 2019.



14566 Mono Way  
Sonora, CA 95370  
(209) 532-5102 PH  
(209) 532-5103 FX  
[www.caldwell-insurance.com](http://www.caldwell-insurance.com)  
Agency License #: 0E75906

**LAKE DON PEDRO OWNERS' ASSOCIATION  
Civil Code 5300(b)(9) Disclosure Summary Form**

Property: Scottsdale Insurance Company: 02/06/2022 - 02/06/2023  
\$2,200,000 Blanketed Common Area Property Limit with a \$5,000 deductible.  
\$100,000 Business Property with a \$5,000 deductible.

Inland Marine: Great American Insurance Company: 02/06/2022 - 02/06/2023  
\$40,000 limit-Equipment with a \$1,000 deductible.

General Liability: Scottsdale Insurance Company: 02/06/2022 - 02/06/2023  
\$1,000,000 per occurrence/ \$2,000,000 general aggregate with a \$500 deductible.  
\$1,000,000 Non-owned and Hired Automobile Liability is included in this policy.

Directors' and Officers/Cyber Liability: Philadelphia Indemnity Insurance: 02/06/2022 - 02/06/2023  
\$2,000,000 per occurrence and annual aggregate with a \$10,000 retention per occurrence.

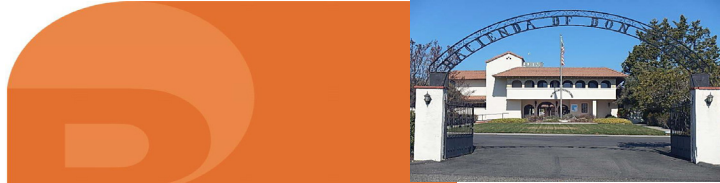
Workers' Compensation: Employers Compensation Insurance Co: 02/06/2022 - 02/06/2023  
\$1,000,000 Coverage statutory limits as required by California law.

Crime: Philadelphia Indemnity Insurance Company: 02/06/2022 - 02/06/2023  
\$750,000 Limit-Employee Theft/Erisa Fidelity, Forgery, Computer Fraud-\$250 deductible

This summary of the association's policies of insurance provides only certain information, as required by subdivision (b) of Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.



Clarity from Complexity



**RESERVE STUDY**  
Member Distribution Materials

**Lake Don Pedro Owners Association**  
Update w/ Site Visit Review  
Final  
Published - February 13, 2020  
Prepared for the 2020/2021 Fiscal Year

Section	Report	Page
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	Assessment and Reserve Funding Disclosure Summary	3
	[Civil Code §5570]	
Section III:	30 Year Reserve Funding Plan	5
	Cash Flow Method {c}	

Browning Reserve Group  
www.BrowningRG.com



Lake Don Pedro Owners Association  
**California Assessment and Reserve Funding Disclosure For the Fiscal Year Ending 2020/2021**  
Final

February 13, 2020

- (1) The regular assessment per ownership interest is \$100.00 per year for the fiscal year beginning July 1, 2020.  
*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page \_\_\_ of the attached summary.*
- (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:

Date assessment will be due:	Amount per ownership interest per month or year (if assessments are variable, see note immediately below):	Purpose of the assessment:
N/A	\$0.00	N/A
Total:	\$0.00	

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page \_\_\_ of the attached report.*

- (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  No

*This disclosure has been prepared by Browning Reserve Group and has been reviewed and approved by the association's board of directors based upon the best information available to the association at the time of its preparation. The accuracy of this information over the next 30 years will be dependent upon circumstances which are impossible to predict with specificity, and will require future action to adjust assessments over the period in accordance with the current projections and future developments.*

- (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 will be due:	Amount per ownership interest per month or year:
N/A	N/A

- (5) All major components are included in the reserve study and are included in its calculations. See next page §5300(b)(4), for any major component exclusions.

- (6) Based on the method of calculation in paragraph (4) of the subdivision (b) of section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$477,734, based in whole or in part on the last reserve study or update prepared by Browning Reserve Group as of February, 2020. The projected reserve fund cash balance at the end of the current fiscal year is \$576,759 resulting in reserves being 121% percent funded at this date. Civil code section 5570 does not require the board to fund reserves in accordance with this calculation.

*An alternate and generally accepted method of calculation has been utilized to determine future reserve contribution amounts. The reserve contribution for the next fiscal year has been determined using the CashFlow method of calculation (see section III, Reserve Fund Balance Forecast). This is a method of developing a reserve funding plan where the contributions to the reserve fund are designated 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.*

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Lake Don Pedro Owners Association  
**California Member Summary**  
Final  
Prepared for the 2020/2021 Fiscal Year

February 13, 2020

This is a summary of the Reserve Study that has been performed for Lake Don Pedro Owners Association, (the "Association"). This study was conducted in compliance with California Civil Code Sections 5300, 5550 and 5560 and is being provided to you, as a member of the Association, as required under these statutes. A full copy is available (through the Association) for review by members of the Association.

The intention of the Reserve Study is to forecast the Association's ability to repair or replace major components as they wear out in future years. This is done utilizing the "CashFlow Method." This is a method of developing a reserve funding plan where the contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund.

Browning Reserve Group prepared this Update w/ Site Visit Review for the July 1, 2020 - June 30, 2021 fiscal year.

Lake Don Pedro Owners Association is a Planned Development with a total of 3,120 Lots.

The Reserve Study is not an engineering report, and no destructive testing was performed. The costs outlined in the study are for budgetary and planning purposes only, and actual bid costs would depend upon the defined scope of work at the time repairs are made. Also, any latent defects are excluded from this report.

**Funding Assessment**

Based on the 30 year cash flow projection, the Association's reserves appear adequately funded as the reserve fund ending balances remain positive throughout the replacement of all major components during the next 30 years.

California statute imposes no reserve funding level requirements nor does it address funding level adequacy, and although one or more of the reserve fund percentages expressed in this report may be less than one hundred percent, those percentages do not necessarily indicate that the Association's reserves are inadequately funded.

Lake Don Pedro Owners Association  
**California Assessment and Reserve Funding Disclosure For the Fiscal Year Ending 2020/2021**  
Final

- (7) Based on the method of calculation in paragraph (4) of subdivision (b) of section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is presented in column (b) 'Fully Funded Balance' in the table immediately below; and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is presented in column (c) 'Reserve Ending Balance'; leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

Fiscal Year (a)	Fully Funded Balance (b)	Reserve Ending Balance (c)	Percent Funded (d)
2020/21	\$509,470	\$549,172	107.8%
2021/22	\$494,552	\$551,685	111.6%
2022/23	\$510,108	\$521,373	102.2%
2023/24	\$492,406	\$506,475	102.9%
2024/25	\$490,238	\$530,527	108.2%

If the reserve funding plan approved by the association is implemented, the projected fund cash balance in each of those years will be the amounts presented in column (c) 'Reserve Ending Balance' in the table immediately above, leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, 2.50% per year was the assumed long-term inflation rate, and 2.50% per year was the assumed long-term interest rate.

**Additional Disclosures**

- §5565(d) The current deficiency in reserve funding as of June 30, 2021 is zero dollars per ownership interest (average).

*This is calculated as the current estimate of the amount of cash reserves necessary as of the end of the fiscal year for which the study is prepared, less, the amount of accumulated cash reserves actually (projected to be) set aside to repair, replace, restore, or maintain the major components.*

Deficiency =  $\frac{2020/2021 \text{ Fully Funded Balance} - 2020/2021 \text{ Reserve Ending Balance}}{\text{Ownership Interest Quantity}}$

- §5300(b)(4) The current board of directors of the association has not deferred or determined to not undertake repairs or replacements over the next 30 years.

Major Component:	Justification for Deferral:
N/A	N/A

- §5300(b)(5) The board of directors as of the date of the study does not anticipate the levy of special assessment for the repair, replacement, or restoration of the major components.

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Lake Don Pedro Owners Association  
California Member Summary  
Prepared for the 2020/2021 Fiscal Year  
Final  
2020/2021

Reserve Component	Current Replacement Cost	Useful Life	Remaining Life	2019/2020 Fully Funded Balance	2020/2021 Fully Funded Balance	Line Item Contribution based on Cash Flow Method
01000 - Paving	115,771	3-25	1-19	34,569	43,255	6,569
02000 - Concrete	7,855	8-10	1-5	4,561	5,626	656
03000 - Painting: Exterior	26,459	8-10	2-3	20,642	23,947	1,856
03500 - Painting: Interior	3,114	5-5	4-4	623	1,277	445
04000 - Structural Repairs	87,242	20-30	1-18	35,388	40,406	3,626
04500 - Decking/Balconies	6,096	10-25	7-22	1,154	1,577	347
05000 - Roofing	120,282	10-30	1-14	80,499	87,362	3,786
08000 - Rehab	86,155	5-20	1-7	59,333	68,553	5,336
12000 - Pool	27,566	3-12	1-10	7,367	10,663	2,326
14000 - Recreation	1,374	5-5	1-1	1,099	1,409	182
18500 - Lakes / Ponds	6,245	5-5	1-1	4,996	6,401	828
19000 - Fencing	49,527	15-30	4-18	36,021	38,742	1,397
20000 - Lighting	26,163	15-30	5-9	18,091	19,666	851
21000 - Signage	1,247	10-10	1-1	1,122	1,278	83
22000 - Office Equipment	3,839	5-5	2-2	2,303	3,148	522
23000 - Mechanical Equipment	45,255	15-30	1-23	25,144	28,244	1,947
24000 - Furnishings	42,203	10-25	0-19	31,556	21,240	1,791
24500 - Audio / Visual	2,045	10-10	4-6	881	1,112	152
24600 - Safety / Access	25,170	6-10	3-4	13,271	17,477	2,642
25000 - Flooring	53,708	5-20	0-16	27,473	26,495	2,680
26000 - Outdoor Equipment	38,489	5-30	1-14	17,153	20,161	2,013
27000 - Appliances	22,771	10-25	0-21	10,190	10,704	1,055
28000 - Water System	26,495	6-20	0-20	20,130	2,999	1,495
30000 - Miscellaneous	53,212	15-20	1-14	24,168	27,730	2,416
Totals	\$878,280			\$477,734	\$509,470	\$45,000
Estimated Ending Balance				\$576,759	\$549,172	\$14.42
Percent Funded				120.7%	107.8%	/Lot/year @ 3120



**Section III**  
Lake Don Pedro Owners Association  
**30 Year Reserve Funding Plan Cash Flow Method**  
Final  
Prepared for the 2020/2021 Fiscal Year

	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
Beginning Balance	560,765	576,759	549,172	551,685	521,373	506,475	530,527	547,627	582,425	639,623
Inflated Expenditures @ 2.5%	38,050	86,487	57,879	92,231	78,206	41,395	50,960	36,093	17,108	80,762
Reserve Contribution	40,000	45,000	46,800	48,672	50,619	52,644	54,750	56,940	59,218	61,587
Lots/year @ 3120	12.82	14.42	15.00	15.60	16.22	16.87	17.55	18.25	18.98	19.74
Percentage Increase		12.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 2.50%	14,044	13,900	13,591	13,248	12,689	12,803	13,311	13,951	15,087	15,751
Ending Balance	576,759	549,172	551,685	521,373	506,475	530,527	547,627	582,425	639,623	636,199
Beginning Balance	636,199	658,558	544,297	546,153	592,850	572,068	585,363	541,157	559,781	619,104
Inflated Expenditures @ 2.5%	57,675	195,723	80,882	39,412	110,093	78,920	139,157	79,253	42,887	197,577
Reserve Contribution	64,050	66,612	69,276	72,047	74,929	77,926	81,043	84,285	87,656	91,162
Lots/year @ 3120	20.53	21.35	22.20	23.09	24.02	24.98	25.98	27.01	28.09	29.22
Percentage Increase	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 2.50%	15,985	14,850	13,462	14,062	14,382	14,289	13,908	13,592	14,554	14,147
Ending Balance	658,558	544,297	546,153	592,850	572,068	585,363	541,157	559,781	619,104	526,836
Beginning Balance	526,836	585,543	605,544	545,256	535,389	619,410	721,434	770,530	832,872	879,220
Inflated Expenditures @ 2.5%	49,834	93,304	177,039	129,854	41,148	29,878	89,285	82,214	104,539	42,568
Reserve Contribution	94,808	98,600	102,544	106,646	110,912	115,348	119,962	124,760	129,750	134,940
Lots/year @ 3120	30.39	31.60	32.87	34.18	35.55	36.97	38.45	39.99	41.59	43.25
Percentage Increase	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 2.50%	13,733	14,705	14,207	13,341	14,257	16,554	18,419	19,795	21,137	23,135
Ending Balance	585,543	605,544	545,256	535,389	619,410	721,434	770,530	832,872	879,220	994,727