

El Paseo Homeowners Association

November 22, 2023

Dear Homeowner:

In compliance with Civil Code §5300, attached is the El Paseo Homeowners Association budget for the fiscal year ending December 31, 2024. This budget reflects the continuing efforts of the Board of Directors to maintain and enhance the Association's common area and amenities while at the same time keeping expenditure in line.

In an effort to continue to properly maintain the common area and reserve for future repairs and replacements, this new budget reflects a \$9.00 increase in the regular assessment from \$242.00 per month to \$251.00 per month effective **January 1, 2024**.

With this budget, the Board of Directors does anticipate that any special assessments will be required to replace, repair, or restore any major component to the reserve program. In addition, the association does not have any outstanding loans for longer than one year.

To assist with the preparation of the budget, the Association retained the services of a professional reserve analyst to review the funding program for the Association and provide recommendations for future funding of the reserve accounts. A summary of the study including the reserve funding plan and the procedures used to calculate reserves is provided for your review and copies of the complete reserve study are available upon request.

In addition, to this Annual Budget Report please find the following disclosure items:

- * Association's current Assessment and Billing Collection Policy
- * Reserve Disclosures
- * FHA & VA Status
- * Annual Policy Statement
- * Summary of the Association's insurance coverage
- * Association's Parking Permit Policy
- * Powerstone's Escrow Fee schedule

Thank you for your continued support of the El Paseo Homeowners Association. If you should have any questions regarding the enclosed information, please contact our property manager, Kimberly Shlaudeman at KShlaudeman@powerstonepm.com or 949-372-4031 at Powerstone Property Management.

Sincerely,

The Board of Directors
El Paseo Homeowners Association

EL PASEO OWNERS ASSOCIATION
Fiscal Year End December 31, 2024
Approved Budget

		Annual	Monthly	Per Unit / Per Month
INCOME				
4001	HOMEOWNERS ASSESSMENTS	\$ 442,764.00	\$ 36,897.00	\$ 251.00
4025	USER FEE/SUB METERS	55,000.00	4,583.33	31.17
	TOTAL INCOME	\$ 497,764.00	\$ 41,480.33	\$ 282.17
EXPENSES				
GENERAL & ADMINISTRATION				
5000	INSURANCE	\$ 38,000.00	\$ 3,166.67	\$ 21.54
5010	LEGAL FEES	1,200.00	100.00	0.68
5015	MANAGEMENT FEE	27,840.00	2,320.00	15.78
5016	MANAGEMENT EXTRAS	1,520.00	126.67	0.86
5021	MISCELLANEOUS	1,500.00	125.00	0.85
5026	RESERVE STUDY	700.00	58.33	0.39
5028	WEBSITE SERVICES	2,400.00	200.00	1.36
5030	ANNUAL ELECTION	1,600.00	133.33	0.90
5032	HOLIDAY DECOR	6,000.00	500.00	3.40
5045	AUDIT/TAX	1,300.00	108.33	0.73
5090	MASTER HOA DUES	22,440.00	1,870.00	12.72
	TOTAL GENERAL & ADMINISTRATION	\$ 104,500.00	\$ 8,708.33	\$ 59.24
LAND MAINTENANCE				
5200	LANDSCAPE CONTRACT SERVICE	\$ 42,000.00	\$ 3,500.00	\$ 23.80
5210	LANDSCAPE EXTRAS	4,000.00	333.33	2.26
5240	IRRIGATION REPAIRS	2,000.00	166.67	1.13
5245	TREE MAINTENANCE	2,500.00	208.33	1.41
5250	PALM TREE MAINTENANCE	4,000.00	333.33	2.26
	TOTAL LAND MAINTENANCE	\$ 54,500.00	\$ 4,541.66	\$ 30.89
REPAIRS & MAINTENANCE				
5800	POOL CONTRACT SERVICE	\$ 10,800.00	\$ 900.00	\$ 6.12
5805	POOL EXTRAS	2,150.00	179.17	1.21
5810	LIGHTING MAINTENANCE	900.00	75.00	0.51
5815	LIGHTING SUPPLIES	6,000.00	500.00	3.40
5825	JANITORIAL SERVICE	10,500.00	875.00	5.95
5830	JANITORIAL SUPPLIES	1,300.00	108.33	0.73
5845	PEST CONTROL	9,000.00	750.00	5.10
5857	ALARM ACCESS/MONITORING SYSTEM	5,000.00	416.67	2.83
5870	REPAIRS & MAINTENANCE	20,000.00	1,666.67	11.33
5875	LICENSES & PERMITS	650.00	54.17	0.36
5880	GATE MAINTENANCE/REPAIRS	2,000.00	166.67	1.13
	TOTAL REPAIRS & MAINTENANCE	\$ 68,300.00	\$ 5,691.68	\$ 38.71
PROPERTY PROTECTION				
6100	PROPERTY PROTECTION	\$ 5,500.00	\$ 458.33	\$ 3.11
	TOTAL PROPERTY PROTECTION	\$ 5,500.00	\$ 458.33	\$ 3.11
UTILITIES				
6000	WATER	\$ 15,000.00	\$ 1,250.00	\$ 8.50
6005	GAS	5,000.00	416.67	2.83
6010	ELECTRICITY	17,000.00	1,416.67	9.63
6017	SUB METER	55,000.00	4,583.33	31.17
6020	TELEPHONE	900.00	75.00	0.51
6021	INTERNET SERVICES	1,395.00	116.25	0.79
6022	CABLE SERVICE	816.00	68.00	0.46
	TOTAL UTILITIES	\$ 95,111.00	\$ 7,925.92	\$ 53.91

EL PASEO OWNERS ASSOCIATION
Fiscal Year End December 31, 2024
Approved Budget

		Annual	Monthly	Per Unit / Per Month
TOTAL OPERATING EXP BEFORE RSV	\$	327,911.00	\$ 27,325.92	\$ 185.89
RESERVES				
9000 RESERVE CONTRIBUTION	\$	169,853.00	\$ 14,154.42	\$ 96.28
TOTAL RESERVES	\$	169,853.00	\$ 14,154.42	\$ 96.28
TOTAL OPERATING EXPENSES	\$	497,764.00	\$ 41,480.34	\$ 282.17
NET SURPLUS/(DEFICIT)	\$	-	\$ (0.01)	\$ -

El Paseo Homeowners Association

Annual Policy Statement

This annual policy statement is provided to you in accordance with the requirements of California Civil Code Section 5310.

1. The name and address of the person designated to receive official communications to the Association is **Kimberly Shlaudeman**. The Association's mailing address for overnight payment of assessment is 9060 Irvine Center Drive, Irvine, CA 92618.
2. Association members may submit a request to the Association to have the Association's annual budget report, review of the Association's financial statement, the Association's financial statement, the Association's annual policy statement, requests for assessment payments made by the member, pre-lien notices (as described in Civil Code Section 5660), copy of a recorded notice of delinquent assessment, and notice of default, sent to up to two (2) different addresses. Such request must be delivered to the Association by email at billing@powerstonepm.com or fax at 949-716-3999.
3. General notices from the Association to the members will be posted at the bulletin board or <https://elpaseo.associationlife.com/community>.
4. Association members can arrange to have all general notice items provided to them by individual delivery by submitting a written request to the association by email to kshlaudeman@powerstonepm.com or fax at 949-716-3999.
5. Association member may receive copies of minutes, proposed minutes, or summary minutes of general session meetings of the Association's board of directors by submitting a written request to the person identified in Item 1 above at the address specified in Item 1 or by email at kshlaudeman@powerstonepm.com or fax at 949-716-3999. Such minutes, proposed minutes or summary minutes will be available no later than thirty (30) days after the meeting.
6. **NOTICE OF 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 become delinquent 15 days after they are due unless the governing documents of the association 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 a 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 (\$1800) or more than 12 months delinquent. For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1800) 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 or 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 areas damaged by a member or a member's guests if the governing documents provide for this. (Sections 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 document 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, he or she 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 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 of the directors 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)

7. The Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments are attached.
8. The Association's discipline policy and schedule of penalties for violations of the Association's governing documents are attached.
9. A summary of dispute resolution procedures is attached.
10. A summary of the Association's requirements for approval of physical changes to property is attached.



ADVANCED RESERVE SOLUTIONS, INC.

Membership Disclosure Summary

**Mail this information
to the membership
in your annual budget mailing**

California Civil Code requires CIDs to include an "Assessment and Reserve Funding Disclosure Summary." This summary is included herein along with directions for use. This summary was designed to meet the legal requirements for membership disclosure in the State of California. Note, this page need not be distributed.

El Paseo Owners Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending December 31, 2024
(“Disclosure Summary”)

**The notes at the end of this Disclosure Summary should
be read in conjunction with the information provided.**

(1) The regular assessment for the 2024 fiscal year per ownership interest is \$ 251.00 per month.

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

(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 association's Board of Directors (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.		

Total: _____

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, dated August 6, 2023, and other information available to the Board of Directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes X No _____

(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 been approved by the Board or the members?

Approximate date assessment will be due:	Amount per ownership interest per month or year:
N.A.	

Total: _____

El Paseo Owners Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending December 31, 2024
(“Disclosure Summary”)

(5) All major components are included in the reserve study and are included in its calculations. However, the following major assets are excluded from the reserve study calculations for the following reasons:

Major asset:	Reason this major asset was not included:
Landscape renovation	Operating budget
Tree trimming	Operating budget

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$1,658,528**, based in whole or in part on the last reserve study or update prepared by Advanced Reserve Solutions, Inc. as of January 1, 2024. The projected reserve fund cash balance at the end of the current fiscal year is **\$1,084,580**, resulting in reserves being **65%** funded at this date. The current deficiency in the reserve fund represents **\$3,904.41** per ownership interest.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, a reserve funding plan has been developed – see the attached projections. The assumed long-term before-tax interest rate earned on reserve funds is **3.0%** per year and the assumed long-term inflation rate applied to major component repair and replacement costs is **3.0%** per year. Full reserve study available upon request.

NOTES:

(A) The financial representations set forth in this summary are based on the best estimates of the preparer and the Board at that time. The estimates are subject to change. (B) For the purposes of understanding this Disclosure Summary: (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement. (2) "Major component" has the meaning used in Section 55530. Components with an estimated remaining useful life of more than 30 years may be included in the study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary. (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided. (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund reserves in accordance with this calculation. (5) Based on reserve studies or the occurrence of one or more unanticipated events, the Board could increase regular assessments and/or levy special assessments, consistent with the provisions of the CC&Rs and applicable law, to fund additional reserves as it deems necessary. For example, the information contained in this Disclosure Summary includes (i) estimates of replacement value and life expectancies of the components and (ii) assumptions regarding future events. Estimates are projections of a future event based on information currently available and are not necessarily indicative of the actual future outcome. The longer the time period between the estimate and the estimated event, the more likely the possibility of error and/or discrepancy. For example, some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the preparation of this Disclosure Summary. Therefore, the actual replacement cost and remaining life may vary from this report and summary and the variation may be significant. Additionally, inflation and other economic events may impact this report and summary, particularly over an extended period of time (such as thirty (30) years) and those events could have a significant and negative impact on the accuracy of this Disclosure Summary and, further, the funds available to meet the association's obligation for repair and/or replacement of major components during their estimated useful life.

El Paseo Owners Association

Executive Summary

Directed Cash Flow Method

Client Information

Account Number	13159
Version Number	1
Analysis Date	8/6/2023
Fiscal Year	1/1/2024 to 12/31/2024
Number of Units	147

Global Parameters

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


Community Profile

This community consists of 147 attached units with private roadways, clubhouse, pool area and landscaped areas.

For budgeting purposes, unless otherwise indicated, we have used January 2016 as the placed-in-service date for aging the original components included in this analysis.

ARS site visit: January 25, 2018

Adequacy of Reserves as of January 1, 2024

Anticipated Reserve Balance		\$1,084,580.00
Fully Funded Reserve Balance		\$1,658,528.01
Percent Funded		65.39%
Deficit per Unit		\$3,904.41

Funding for the 2024 Fiscal Year	Annual	Monthly	Per Unit Per Month
Member Contribution	\$268,010	\$22,334.17	\$151.93
Interest Contribution	\$20,551	\$1,712.62	\$11.65
Total Contribution	\$288,561	\$24,046.79	\$163.58

El Paseo Owners Association
Membership Disclosure Summary
Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
010 Streets	\$235,211	\$48,187	0-17	4-25
020 Roofing	\$1,563,581	\$0	42	22-50
030 Painting & Refinish	\$256,728	\$211,828	0-3	2-8
040 Access, Fencing & Walls	\$745,331	\$265,971	0-17	8-25
050 Lighting	\$218,413	\$52,106	4-22	12-30
060 Pool Area	\$373,321	\$99,215	0-22	2-30
070 Park Area	\$164,175	\$68,093	1-22	8-30
080 Buildings	\$631,036	\$274,233	0-17	4-25
090 Grounds	\$103,590	\$28,434	1-27	5-35
100 Landscape	\$25,635	\$4,923	4-22	12-30
Contingency	n.a.	\$31,590	n.a.	n.a.
Total	\$4,317,020	\$1,084,580	0-42	2-50

El Paseo Owners Association
Projections
Directed Cash Flow Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenses	Ending Balance	Fully Funded Balance	Percent Funded
2024	\$1,084,580	\$268,010	\$20,551	\$237,694	\$1,135,447	\$1,689,244	67%
2025	\$1,135,447	\$276,050	\$26,033	\$33,694	\$1,403,837	\$1,945,679	72%
2026	\$1,403,837	\$284,332	\$30,310	\$104,175	\$1,614,304	\$2,142,278	75%
2027	\$1,614,304	\$292,862	\$33,249	\$179,898	\$1,760,516	\$2,278,410	77%
2028	\$1,760,516	\$301,648	\$35,317	\$232,596	\$1,864,886	\$2,370,600	79%
2029	\$1,864,886	\$310,697	\$40,318	\$105,236	\$2,110,665	\$2,609,697	81%
2030	\$2,110,665	\$320,018	\$47,420	\$20,340	\$2,457,763	\$2,954,403	83%
2031	\$2,457,763	\$329,618	\$46,766	\$402,667	\$2,431,481	\$2,912,575	83%
2032	\$2,431,481	\$339,507	\$45,709	\$430,740	\$2,385,957	\$2,848,610	84%
2033	\$2,385,957	\$349,692	\$52,955	\$48,130	\$2,740,474	\$3,197,807	86%
2034	\$2,740,474	\$360,183	\$61,388	\$9,717	\$3,152,329	\$3,607,676	87%
2035	\$3,152,329	\$370,989	\$65,575	\$229,032	\$3,359,861	\$3,806,897	88%
2036	\$3,359,861	\$382,118	\$48,398	\$1,251,763	\$2,538,614	\$2,937,098	86%
2037	\$2,538,614	\$393,582	\$53,279	\$205,556	\$2,779,919	\$3,161,941	88%
2038	\$2,779,919	\$405,389	\$61,749	\$52,797	\$3,194,260	\$3,566,235	90%
2039	\$3,194,260	\$417,551	\$71,380	\$18,462	\$3,664,729	\$4,030,048	91%
2040	\$3,664,729	\$430,077	\$71,606	\$483,969	\$3,682,444	\$4,025,210	91%
2041	\$3,682,444	\$442,980	\$60,168	\$1,047,034	\$3,138,558	\$3,434,503	91%
2042	\$3,138,558	\$456,269	\$70,343	\$29,332	\$3,635,838	\$3,917,735	93%
2043	\$3,635,838	\$469,957	\$74,994	\$313,540	\$3,867,248	\$4,126,287	94%
2044	\$3,867,248	\$484,056	\$81,662	\$236,889	\$4,196,077	\$4,435,124	95%
2045	\$4,196,077	\$498,578	\$92,909	\$41,917	\$4,745,646	\$4,973,163	95%
2046	\$4,745,646	\$513,535	\$78,314	\$1,286,630	\$4,050,866	\$4,220,311	96%
2047	\$4,050,866	\$528,941	\$91,013	\$0	\$4,670,819	\$4,823,748	97%
2048	\$4,670,819	\$544,809	\$89,281	\$708,855	\$4,596,054	\$4,707,567	98%
2049	\$4,596,054	\$561,153	\$100,943	\$91,576	\$5,166,574	\$5,257,506	98%
2050	\$5,166,574	\$577,988	\$114,762	\$18,018	\$5,841,306	\$5,917,158	99%
2051	\$5,841,306	\$595,328	\$121,478	\$383,911	\$6,174,201	\$6,224,054	99%
2052	\$6,174,201	\$613,187	\$125,916	\$515,684	\$6,397,620	\$6,416,460	100%
2053	\$6,397,620	\$631,583	\$137,822	\$185,997	\$6,981,028	\$6,980,985	100%

SUMMARY OF DISPUTE RESOLUTION POLICIES

ALTERNATIVE DISPUTE RESOLUTION SUMMARY

California *Civil Code* Sections 5925 through 5965 require community associations and their homeowners to offer to participate in some form of Alternative Dispute Resolution ("ADR") prior to initiating certain types of lawsuits in superior court. ADR means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. ADR may either be binding or non-binding, as may be agreed to by the parties. This Summary of the ADR statutes is being distributed as required by California *Civil Code* Section 5965.

I. When ADR Must be Offered Prior to Initiating Enforcement Action:

An association or an owner may not file certain lawsuits in superior court unless an effort has been made to submit the dispute to ADR as required by law. Generally, ADR must be offered before filing a civil action or proceeding that seeks:

- A. A judicial declaration of the rights and responsibilities of the parties, only; or
- B. A writ of mandate or a writ of prohibition, only; or
- C. Permanent injunctive relief only; or
- D. Declaratory relief, writ relief, or injunctive relief combined with a claim for monetary damages not in excess of the jurisdictional limits of small claims court.

It is not necessary to offer ADR prior to filing any other type of superior court action, or prior to filing any type of small claims action. Except as otherwise provided by law, the ADR requirement does **not** apply to an assessment dispute.

II. Compliance Procedures:

The ADR process is initiated by one party serving all other parties with a "Request for Resolution," which shall include:

- A. A brief description of the dispute between the parties;
- B. A request for ADR;
- C. When directed to an owner, the request must be accompanied by a copy of the ADR statutes;
- D. A notice to all parties that they are required to respond within 30 days of receipt, or else the offer of ADR is deemed rejected; and

Service of the Request must be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the intended recipient actual notice of the Request. If the Request is accepted, ADR must be completed within 90 days of the receipt of the acceptance, unless the parties sign a written agreement extending the completion date.

The cost of ADR is to be borne by the parties. Unless the parties agree, no oral or written evidence or statements made in an ADR proceeding, other than arbitration, are admissible as evidence in a later lawsuit.

Each homeowner should consult with his or her own attorney regarding appropriate compliance with the ADR statutes.

III. Failure to Participate in Some Form of ADR Prior to Enforcement Action:

Should a party unreasonably refuse to participate in ADR before the lawsuit is filed, the court may, in its discretion, take this refusal into consideration in determining the amount of attorney's fees and costs ultimately awarded at trial. In accordance with the disclosure requirement of California *Civil Code* Section 5965, please be advised that:

"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."

INTERNAL DISPUTE RESOLUTION POLICY

Pursuant to the requirements of California Civil Code Section 5905, the Association provides you with the following internal dispute resolution procedure ("IDR"), as stated in California Civil Code Section 5915. This policy will apply to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code Section 4000; the California Non-Profit Mutual Benefit Corporation Law, Corporations Code Section 7110, et seq.; or the Governing Documents of the Association. This policy supplements the requirements for alternative dispute resolution as provided in Civil Code Section 5925, et seq.

Either party to a dispute within the scope of Civil Code Sections 5900-5920 may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of the 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, or members, of the Board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the Association.

An agreement reached under this policy binds the parties and is judicially enforceable if it is signed by the parties and both of the following conditions are satisfied:

1. The agreement is not in conflict with law or the governing documents of the 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.

A member of the Association may not be charged a fee to participate in the IDR process.



El Paseo Owners Association INSURANCE SUMMARY DISCLOSURE

Pursuant to Section 5300 (b)(9) of the California Civil Code, the Association is providing you with the following information regarding its insurance policies. Pursuant to Civil Code Section 5300 (a), this summary is being distributed not less than 30 days nor more than 90 days preceding the beginning of the Association's fiscal year.

I. GENERAL LIABILITY INSURANCE

A.	Name of Insurer:	Accelerant National Insurance Company
B.	Policy Limits:	\$1,000,000 per occurrence; \$2,000,000 aggregate
C.	Amount of Deductible (if any):	\$0
D.	Umbrella coverage, if applicable:	\$5,000,000
E.	Umbrella carrier:	Allied World Insurance Company
F.	Policy dates:	2/15/2023 - 2/15/2024

II. PROPERTY INSURANCE

A.	Name of Insurer:	Accelerant National Insurance Company
B.	Policy Limits:	\$51,000,000
C.	Amount of Deductible:	\$5,000
D.	Policy dates	2/15/2023 - 2/15/2024

II. EARTHQUAKE INSURANCE

A.	Name of Insurer:	None
B.	Policy Limits:	
C.	Amount of Deductible:	
D.	Policy dates	

III. FLOOD INSURANCE

A.	Name of Insurer:	None
B.	Policy Limits:	
C.	Amount of Deductible:	
D.	Policy dates	

IV. FIDELITY BOND INSURANCE

A.	Name of Insurer:	PMA Insurance Group / Ace American Insurance Company
B.	Policy Limits:	\$2,500,000
C.	Amount of Deductible:	\$500
D.	Policy dates	9/23/2023 - 9/23/2024

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

Pursuant to Section 5810 of the California Civil Code, if the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

El Paseo Owners Association
Assessment and Billing 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 of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code Section 5310 the following are the Association's assessment practices and policies:

1. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month 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 month regardless of the receipt of a statement.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest and the collection costs, including any attorney 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)).
3. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten percent (10%) for each delinquent assessment per unit (Civil Code Section 5650(b)).
4. 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 (Civil Code Section 5655(a)).
5. A first notice of past due assessment will be prepared and mailed on assessments not received within thirty (30) days of the stated due date. A thirty-dollar (\$30.00) charge for the late letter will be made against the delinquent members' account. Additionally, 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 attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If an assessment is not received within forty-five (45) days of the stated due date, the Association 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 last known mailing address provided to the Association advising of the delinquent status of the account and impending collection action. If the delinquent owner has provided a written notice to the Association of a secondary address, all notices shall be also sent to that address. Otherwise, the unit address shall be deemed the correct address for all purposes. (Civil Code Section 4040(b)). The owner will be charged a one hundred fifty-dollar (\$150.00) fee for the pre-lien letter. The owner will also be charged a fifty dollar (\$50.00) fee for each title check requested and a fifty dollar (\$50.00) fee for the resolution.

The pre-lien letter will include the following language:

- a. A general description of the collection and lien enforcement procedures of the association and the method of calculation of the amount.
- b. A statement that the owner of the separate interest has the right to inspect the association records pursuant to Section 5205 of the Civil Code.
- c. The following statement in 14-point boldface type, if printed, or in capital letters, if typed:

**IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE
BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**

- d. An itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any.

- e. A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the association.
- f. The right to request a meeting with the board as provided Section 5665.
- g. The right to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and confer" program Article 2 (commencing with Section 5900) of Chapter 10.
- h. The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 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.

(Civil Code Section 5660(a-f)).

- 7. If an owner fails to pay the amounts set forth in the pre-lien within forty-five (45) days from receipt of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the owner's property (Civil Code Section 5675). The owner will be charged a three-hundred-dollar (\$300.00) fee for the preparation of the lien, plus the cost of recordation.
- 8. After expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure. The owner will be charged three hundred dollars (\$300.00) for preparing the matter to be sent to counsel.
- 9. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan 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 owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of the date of the postmark of the pre-lien letter, then the Board shall meet with the owner within forty-five (45) days of the postmark on the owner's request, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the member (Civil Code Section 5665). The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
- 10. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
- 11. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
- 12. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums (Civil Code Section 5650).
- 13. All charges listed herein are subject to change without notice.

Additional Provisions to Conform to Law

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting (Civil Code Section 5673).

The Association may not foreclose unless delinquent assessments are greater than one-thousand-eight-hundred dollars (\$1,800) or greater than twelve (12) months delinquent (Civil Code Section 5720).

Prior to commencing foreclosure, the Association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the Association's meet and confer program required by Civil Code Section 5900, et seq. and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 et seq. (Civil Code Section 5705).

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the Association without identification of the name of the individual (Civil Code Section 5705(c)).

All foreclosures shall be subject to a ninety (90) day right of redemption.

The Association may sue delinquent owners personally or take a deed in lieu of foreclosure on account of delinquent assessments. (Civil Code Sections 5720(b)).

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.

Fee and Penalty Procedures

The following charges may be assessed in accordance with the Association's Assessment and Billing Collection Policy:

Late Charge	10%
Late Letter Fee	\$30.00
Pre-Lien Letter	\$150.00
Additional Pre-Lien Letters	\$75.00 each
Title Check Fee	\$50.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$300.00 + Recordation Costs
Additional Lien Mailings	\$75.00 each
Lien Release	\$150.00 + Recordation Costs
One-Time Payment Plan Admin. fee	\$100.00
Attorney Package Preparation and Monthly Monitoring	\$300.00
Returned Check Fee	\$25.00

In addition to the fees charged by management, if a matter is sent to counsel for legal action, or to a collection service for foreclosure or other action, the owner will be responsible for any attorneys' fees and costs incurred by such action.

The mailing address for overnight payment of assessments is:

**C/O Powerstone Property Management
9060 Irvine Center Drive
Irvine, CA 92618**

EL PASEO HOMEOWNERS ASSOCIATION

FHA CERTIFICATION DISCLOSURE

Certification by the Federal Housing Administration (FHA) 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 certified by the Federal Housing Administration using ID#: S012771.

This approval is good until March 30, 2026 and the Association's Board of Directors would have to determine at the time of expiration to recertify. While this approval is a blanket approval, applicants for FHA loans in your association will require loan level approval as well. Such a loan level approval will consist of looking at your FHA concentration, the delinquency factor of your HOA dues, proper fidelity bond coverage and the percentage of owner occupancy. As long as this information does not change or remains within the accepted levels, unit owners/purchasers should have no problems obtaining their home loans.

FHA Status can be checked online at U.S. Department of Housing and Urban Development website at <https://entp.hud.gov/idapp/html/condlook.cfm>.

EL PASEO HOMEOWNERS ASSOCIATION

VA CERTIFICATION DISCLOSURE

Certification by the federal Department of Veterans Affairs (VA) 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 certified by the federal Department of Veterans Affairs using ID#: 002899.

VA status can be checked at the Department of Veterans Affairs website at <https://vip.vba.va.gov/portal/VBAH/VBAHome/condopudsearch>.

EL PASEO OWNER'S ASSOCIATION**ARCHITECTURAL REQUEST FORM**

Return to: El Paseo Owners Association c/o Powerstone Property Management 9060 Irvine Center Dr. Irvine, CA 92618

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Email Address: _____

Home Phone: _____ Business Phone: _____

I. Proposed Improvement Information

Describe the proposed improvement in detail: _____

II. Documents Required for Submittal

- ☐ Two (2) full sets of plans
- ☐ Two (2) sets of this application form
- ☐ Color, Size and Materials of Requested items
- ☐ Check or money order make payable to: El Paseo Owners Association in the amount of \$85.00

Architectural Review Committee Use Only

☐ Approved ☐ Approved w/ Conditions ☐ Denied

Conditions of Approval/Reason for Denial:

Date: _____

Signature: _____

EL PASEO OWNER'S ASSOCIATION

NOTICE OF COMPLETION FORM

PLEASE RETURN TO: El Paseo Owner's Association
c/o Powerstone Property Management
9060 Irvine Center Drive
Irvine, CA 92618

Homeowner Name: _____

Address: _____

Phone: _____

Summary of Completed Improvements

Attachments (check box to indicate they have been enclosed):

- ☐ Copies of photographs of all improvements included. Please note that notice of completion form is not complete if photographs of improvements are not enclosed.

Signature: _____

Date: _____

By signing this form, the homeowner is stating that improvements completed have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the community's architectural guidelines.

EL PASEO OWNER'S ASSOCIATION

NOTICE OF SATELLITE DISH INSTALLATION

Homeowner Name: _____ Date: _____

Address: _____ Unit: _____

Home Phone: _____ Business Phone: _____

Email Address: _____

Satellite Dish Agreement:

I, _____ (Insert Your Name), have read the satellite policy and procedure for the Association and agree to install the device per the requirements.

The device was installed on _____ (Insert Install Date).

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature: _____ Date: _____

PLEASE RETURN TO: El Paseo Owner's Association
c/o Powerstone Property Management
9060 Irvine Center Drive
Irvine, CA 92618

Board of Directors/Management Use Only

☐ IN COMPLIANCE

☐ NOT IN COMPLIANCE

Corrections Required: _____

Signature: _____ Date: _____

- another unit or Common Property.
 - b. Any wiring for device must be painted to match the surface to which it is attached in order to camouflage the appearance.
 - c. Device must be located in a way to minimize its visibility from the Common Areas or adjacent units, locating the device in the least visible spot available.
 - d. **There shall be no penetrations into the building exterior surface for wiring or installations, meaning the only allowable location is on a free standing tripod located on a deck.**
124. If all guidelines are followed when installing an authorized antenna, Owner must submit the Notice of Satellite Dish Installation Form within 15 days of installation informing the Board of the installation of the free standing tripod on your deck. (2/15)
125. If you are unable to comply with the policy set forth, you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board of Directors in a timely manner, but under no circumstances will anything be allowed to be affixed to the structure of the building or in the Common Area including on the roof. (2/15)
126. Homeowners accept FULL LIABILITY AND RESPONSIBILITY for the installation of the device and wiring, and are responsible for the future maintenance and costs and expense related to the devices. (2/15)
127. All devices which are no longer connected and not being used must be removed promptly. 2/15)

Architectural Rules, Guidelines and Procedures

Please refer to the Declaration, Article XII for the entire Section related to Architectural Approvals.

General Guidelines:

128. **No addition, change or alteration to the exterior of any Dwelling or other improvement** shall be commenced or installed without prior written approval of the Design Review Committee (DRC). (8.4)
129. No Owner may interfere with the noise mitigation improvements originally installed by installing any tile or other hard surface flooring in a unit without the prior written approval of the DRC. (8.5)
130. Before removal or replacement of any originally installed noise mitigation improvements, Owner must first obtain prior written approval from the DRC. Owner must provide written documentation from a licensed engineer, architect or other consultant with reasonably accepted qualifications to the DRC that the noise mitigating properties of the proposed flooring or wall materials are the same or better than the original installation for noise mitigation. (8.5)
131. For Owners with a Plan 5 or 6 home, outdoor improvements for all areas not installed by Declarant must be completed within 6 months from close of escrow and an application for the improvements must be received by the Association within 3 months of the close of escrow. (2/15)
132. Any exterior electrical, gas or other artificial lighting shall be positioned or directed in such a way as to not unreasonably disturb the residents of any other dwelling. (8.6)
133. There shall be no interference or modification of the established drainage pattern over the property unless adequate alternative provisions are made for proper drainage with prior written approval from the DRC.

(8.7)

134. No patio cover, wiring or air conditioning fixture, or water softener or other devices may be installed on the exterior of the structure or allowed to protrude through the walls or roof without ARC approval. (8.8, 2/15)
135. Each Owner assumes all risks which may result from Improvements he makes to his condominium unit. (2/15)
136. No fence or wall may be erected or altered, including applying any coating such as stain or otherwise without approval of the ARC. (2/15)
137. Screen doors or other security doors shall not be permitted unless they are retractable screen doors in a color that matches the existing door frame and only after ARC approval. (2/15)
138. Window tinting is not permitted. (2/15)
- 137.a. Homeowners are permitted to add plexiglass to the inside of the patio gate to make them pet-proof within the following parameters: The plexiglass must match the width of the gate and be attached with black zip ties to minimize the visibility. The plexiglass must remain free from cracking and discoloration.

Plan Submittal and Time Frames:

139. Owner requesting a modification shall submit to the ARC the provided Architectural Request Form in triplicate along with details of the plans that may include photos, drawings, plot plans, list of materials, colors, etc., and any applicable fees. (2/15)
140. The Committee must respond to the applicant within 60 days from submittal or the plans shall be deemed approved. If denied, an applicant has 30 days to request a re-consideration by the board of directors and the Board shall have 30 days to make a final determination. (10.8.1, 2/15)
141. For Owners with a Plan 5 or 6 Home, outdoor improvements for all areas not installed by Declarant must be completed within 6 months from close of escrow and an application for the improvements must be received by the Association within 3 months of the close of escrow. (2/15)
142. Once approved, Owners must commence work on improvements within 60 days and have all improvements completed within 120 days. (10.8.1, 2/15)
143. The Committee shall make a decision on a proposed change in good faith and based on existing Governing Documents and any Rules and Regulations and the following criteria (10.4, 2/15):
 - The construction, alterations or additions contemplated and the locations indicated will not be detrimental to the appearance of the surrounding area
 - The appearance of any structure affected will be in harmony with surrounding structures
 - Whether the improvements will impair the structural integrity of the community
 - The upkeep and maintenance thereof will not become a burden on the Association
 - Whether the improvements will adversely impact the sound insulation or sound transmissions within the community.
 - The effect of location and use of improvements on neighboring condominium units
 - Overall aesthetic beauty and conformity to the community

- A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900 of Division 3 of Title 2 of the Government Code.
- A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the board of directors.
- If a proposed change is disapproved, the applicant is entitled to reconsideration by the board of directors of the association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of Section 4920. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 5905.

144. Any penetration of the surfaces of the ceiling, shared walls or floors must have the approval of the Declarant in addition to the ARC. (10.6)

145. The following items are required for the various submittal types:

<u>IMPROVEMENT TYPE</u>	<u>ITEMS NEEDED</u>
All submissions	Application Fee of \$85.00 and completed application and plans
Hard surface flooring change	Documentation from licensed engineer, architect or sound engineer indicating that the noise mitigating properties of the proposed flooring or wall materials are the same or better than the original installation for noise mitigation
Penetration of the shared walls, ceilings or floors	Approval from the Declarant (<i>Brookfield Residential</i>)
When requested by the ARC	Additional fee for cost of consultant review up to \$300.00

146. Construction drawings: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, obtain City permits at Owner's sole cost and expense if required and with sufficient clarity and completeness to enable the Architectural Committee to make an informed decision on the request. (2/15)
147. Architectural form to be completed and sent with any additional information to support the application, color samples, type of product, and/or any drawings if necessary. (2/15)
148. If plans are denied by the ARC, plans may be resubmitted with the appropriate changes or modifications. The time frame for the ARC to decide on a re-submittal is 60 days. (2/15)
149. Upon completion of improvements, Owner shall submit a Notice of Completion (NOC) with photographs of the work providing evidence of work completed according to the approved application. (10.11.2, 2/15)
150. If the ARC grants a variance from the Declaration or Guidelines to an Owner, that variance must be evidenced by a recorded document signed by two members of the ARC. Fees for the creation of the

document, notary and recording shall be paid by the Owner requesting the variance and may include legal, notary, administrative and recording fees. (10.23, 2/15)

Fees and Deposits:

151. There shall be a fee of \$85.00 for all Architectural Request Form submissions. (10.14, 2/15)
152. For certain submissions that the Board or ARC feels require a professional consultant, Owner may be required to submit additional fees up to \$300.00 upon request. A request for additional fees constitutes a denial from the committee and the committee will have up to 60 days to respond to the Owner after the receipt of the required fees. (2/15)
153. The Board and ARC reserve the right to require additional fees for consultants and/or deposits for certain types of construction. Such deposits are required 30 days prior to commencement of any work. (10.14, 2/15)

Contractor/Work Guidelines:

154. All contractors must adhere to the Association Rules and Architectural Guidelines. (2/15)
155. All work must be performed during reasonable daylight hours, defined as no earlier than 7:00 am and no later than 7:00 pm. (2/15)
156. Owners are responsible for ensuring that all contractors carry adequate liability and workers compensation insurance policies and the Association shall be named additionally insured on the policy. Owner must provide evidence of proper insurance and license if requested by the Association. (2/15)
157. Owners are responsible for ensuring that all contractors and workers are informed of the proper procedures. (2/15)
158. When work is being performed in an individual's home by the Owner, contractor or by a tradesman, daily cleanup of any Common Property involved is required, unless specifically excused in writing by the Board of Directors. The cleanup is the responsibility of the Owner. Nothing shall be allowed to empty into the storm drain system including paint, cement or other materials and steps shall be taken to divert and collect all additional debris or runoff. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the Owner will be assessed cleanup costs as determined by the Board of Directors. (2/15)
159. Tools and equipment are to be used and stored in the home or removed each day. The Association is not responsible for the disappearance of any tools, equipment or materials that are left in the Common Property. (2/15)
160. Tools, equipment and materials may not be stored in the Common Area, nor shall any contractor park in the Common Area except for brief period of loading and unloading. (2/15)

El Paseo Owner's Association

RULES VIOLATION, HEARING PROCEDURE AND FINES

(2/15)

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the Owner to comply. Then, if the violation is still not resolved, a "Notice of Hearing" will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note the Board may determine that a "Notice of Hearing" is appropriate to send to the Owner as the second letter, instead of a "Final Notice", when the violation is determined to be of a more serious nature.
4. **Notice and Hearing Procedures.** The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation, which could result in disciplinary action against a Member.
 - a. *Notice of Hearing.* Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.
 - b. *Opportunity to Be Heard.* Members have the right to send a letter or appear in person to present evidence as to why they should not be disciplined. The hearing will be held in executive session.
 - c. *Rescheduled Meetings.* Upon timely, written request and for worthy cause, a violating party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
 - d. *Correction of Violation.* In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.
 - e. *Notice of Decision.* Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision.
 - f. *Conflicts of Interest.* If members of the Board have a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.
5. **Remedies for Enforcement.** To enforce the governing documents, the Board may impose one or more of the remedies described below, as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.
 - Monetary penalties
 - Suspend voting rights in the Association
 - Suspend use privileges for the Common Area (not exceeding 30 days or until any Assessment, Regular or Compliance is paid in full)
 - Commence legal action for damages, injunctive relief, or both

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.

6. **Schedule of Penalties.** Unless indicated otherwise, monetary penalties for violation will be as follows:
First violation, warning or fine up to \$50.00
Second violation, same offense or major violation*: \$100.00
Third violation, same offense: \$200.00
Additional violations, same offense: up to \$500.00
Continuing violations: fines will accrue at a rate determined by the Board until the violation is cured.

**Major violation – Failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Common Property, life threatening or safety violations.*

Failure to correct a violation in response to a warning letter may result in a single fine or continuing fines, which may be imposed on a daily, weekly, or monthly basis as the Board determines to be appropriate to be effective. The imposition of such fines shall be subject to the notice and hearing procedures. The suspensions and sanctions may be imposed singly and/or in such combination as the Board determines to be appropriate to be effective. The Association has the right to pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. unauthorized architectural improvements, recreational vehicle storage, parking in front of garage etc.) homeowners wishing to report a violation must do so in writing either by US Mail or email. A form has been provided for your convenience on page 43.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute. Finally, the Board may determine the violation to be a neighbor to neighbor dispute in compliance with the neighbor to neighbor dispute resolution policy adopted by the Board of Directors and provided for you in this Community Handbook.

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

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:

Vanessa Cruz Escrow Powerstone Property Management 09-26-2023
 Print Name Position or Title Association or Agent Date Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$30.00	
CC&Rs	Section 4525(a)(1)	\$55.00	
Bylaws	Section 4525(a)(1)	\$40.00	
Operating Rules	Section 4525(a)(1)	\$35.00	
Age Restrictions, if any	Section 4525(a)(2)		Refer to the Demand
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$45.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$45.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to the Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		Refer to the Demand
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		Refer to the Demand
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to the Demand
Required Statement of Fees	Section 4525	\$260.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$100.00	
Total fees for these documents:		\$ \$610.00	

*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** shall be charged separately.

This is the minimum document offering required to meet CA Statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.