

PINE MOUNTAIN LAKE ASSOCIATION

Annual Policy Statement & Summary of Pro Forma Operating Budget

Year Ended December 31, 2023

PINE MOUNTAIN LAKE BOARD OF DIRECTORS

Karen Hopkins
Vice-President

Craig Prouse
Treasurer

Nick Stauffacher
President

Chuck Obeso-Bradley
Secretary

Mike Gustafson
Director

General Manager – Joseph M. Powell, CCAM-LS, CMCA, AMS
Controller – Kenneth A. Spencer, CAFM

Board President's Message

Dear Property Owner,

Your Board of Directors recently approved the 2023 Association Budget. In accordance with California Civil Code Section 5300 the accompanying 2023 Pro Forma Budget Summary and Annual Policy Statement is presented to our property owners.

Starting in late summer the management team begins working on the budget for the following year. In August the scheduled Reserve Study expenditures are reviewed by the department managers and evaluated to ensure the items are needed and the cost shown is correct. In addition, the team determines if any New Capital requests for next year should be presented. Finally the Amenity Fee Schedule for 2023 is evaluated and updated if appropriate.

At the September Board meeting the Directors reviewed and approved the updated 2023 Amenity Fee Schedule. This became the basis for revenue estimates for next year. During September and early October the management team worked to prepare the proposed operating budget for next year. Individual Board members were assigned to each department/amenity for review of their Operational, Reserve and New Capital budgets. Once completed the budget was submitted to the Board and the Budget & Finance Committee for their review. At their October 15th meeting the Board held a comprehensive review session during which each manager presented their budget and explained the underlying assumptions used in the preparation of their operational needs as well as their Reserve expenditures and any New Capital requests they had. In addition, the Board member assigned to the individual departments presented a report on their evaluation of that area's budget. The Budget & Finance Committee also weighed in on each department budget as well.

During the October meeting only one minor correction of \$4K was made to the budget. Several steps were taken during this year's budget preparation to minimize the impact of this budget on the required assessment for 2023 without impacting the level of member service provided or compromising the integrity of our amenities.

A slight modification of a previous Board decision regarding our Reserve funding policy was made that mandates that we achieve and maintain funding level of no less than 60% by the year 2029. We are well on our way to achieving this important goal. As a result, the total contribution to the Reserve fund will increase by \$100,000 in 2023 to \$2,355,000. This will continue to provide the necessary funding to repair, maintain and replace the Association's facilities.

Our planned Reserve Expenditures for 2023 totals \$4,298,506. The major planned expenditure for next year is the bi-annual roads refurbishment project (\$1.4M). This list also includes the continuing cost of disaster mitigation from the extreme rainfall experienced a few years ago, reconstruction and renovation of the rear dock area at the Grill, the improvement and repair of the main entrance to the Grill. In addition we will be replacing several maintenance department vehicles and two mowers used on the golf course.

Inflation has become an area of major concern to PML as well as all other organizations. The 2023 budget contains an 8% annual inflation rate in most categories. The overall wage rate increase for all employees has been set at 4%. The continuing challenge we face in recruiting and retaining qualified employees will have a significant impact on our operations going forward.

The resulting budget provides for an Operational expense increase in 2023 of \$853K as compared to the 2022 Budget. This combined with an increase in our Reserve contribution of \$100K and the approved New Capital acquisitions of \$1K, the total requirements of the Association rose by \$851K, which represents a 9.67% increase over the 2022 requirements. Our financial results for 2022 are projected to be positive due to operational efficiencies as well as staff shortages.

The continuing impact of the ongoing shrinkage of assessable properties within the Association due to lot mergers continues to impact the assessment allocation. For 2023 we project a decrease in the number of assessable lots by 15 over 2022 due to continued merger activity. This serves to drive the required assessment increase for 2023 to 10.0%.

Your Board of Directors has approved an assessment total of \$2,904 for the year ended December 31, 2023. Property owners who pay the entire assessment by January 31, 2023, will receive a discount of \$40 for a total payment of \$2,864. Property owners who elect to pay in monthly installments will pay \$240 per month. In accordance with Civil Code Section 5300 your Board of Directors informs the membership that there will be an increase in the annual assessment for 2023.

Challenges continue to present themselves as we attempt to balance our operational requirements with the multitude of factors impacting the financial environment. Your Board, and the management team will continue to work diligently to provide all property owners with the highest level of member service at an economically responsible cost. Please help us meet our financial goals by utilizing our amenities, and bringing family and friends to the area. In addition please do your part to make Pine Mountain Lake a destination that is welcoming to everyone.

Sincerely,

Nick Stauffacher
President, Board of Directors

SUMMARY OF PRO FORMA OPERATING BUDGET **

Civil Code 5300 (b)(1)

OPERATION OF AMENITIES	OPERATING REVENUE	OPERATING EXPENSE	2023 OPERATING (COST)-INCOME	2023 ASSESS PER LOT	% TOTAL ASSESS PER LOT	DEPRECIATION	2023 NET (COST) INCOME
Golf Course	\$864,423	\$1,920,443	(\$1,056,020)	\$317.60	10.94%		\$ (1,056,020)
Restaurant & Bar	950,795	1,782,039	(\$831,244)	\$250.00	8.61%		\$ (831,244)
Recreation	203,956	199,099	\$4,857	(\$1.46)	-0.05%		\$ 4,857
Snack Shack	52,760	93,351	(\$40,591)	\$12.21	0.42%		\$ (40,591)
Marina, Lake & Beach	659,996	955,160	(\$295,164)	\$88.77	3.06%		\$ (295,164)
Equestrian Center	143,470	505,417	(\$361,947)	\$108.86	3.75%		\$ (361,947)
Roads/Structures/Maintenance	182,221	2,813,099	(\$2,630,878)	\$791.24	27.25%		\$ (2,630,878)
PROPERTY OWNER SERVICES							
Safety	220,350	1,266,057	(1,045,707)	\$314.50	10.83%		\$ (1,045,707)
Admin. & ECC	376,240	2,223,051	(1,846,811)	\$555.43	19.13%		\$ (1,846,811)
ASSESSMENT RELATED							
Assessment Related							
Revenues/Expenses/Reserve	797,038	(6,769)	803,807	(\$241.75)	-8.32%		\$ 803,807
Total Income (Net Cost)	\$4,451,249	\$ 11,750,947	(\$7,299,698)	\$2,195.40	75.60%	\$ 680,000	\$ (7,979,698)
Other Funds Dues Allocations							
Replacement & Refurbishment							
Reserve Funds Dues Allocation			(\$2,355,000)	\$708.27	24.39%		
New Capital Fund Dues Allocation			(1,100)	\$0.33	0.01%		
TOTAL ANNUAL ASSESSMENT			(\$9,655,798)	\$2,904.00	100.00%		

**** Pursuant to Article XII, Section 12.05(a)(i) of the Pine Mountain Lake Third Restated By-Laws:**

12.05(a)(i) - Estimated revenue and expenses shall be on an accrual basis. This information shall be presented in a manner, which separately identifies the anticipated revenues and expense for each cost center within the Association's operations ("cost centers"). The differential between revenues and expenses for each cost center (as determined above) shall then be expressed in the budget as a percentage so that Members can readily understand the anticipated net expense of providing each major facility and service, which the Association is obligated to provide or operate under its Governing Documents.

PRO FORMA OPERATING BUDGET

Civil Code 5300

A copy of the Pro Forma Operating Budget is available at the Association Office. Copies will be sent, at Association expense, by first class mail to be delivered within five days of receipt of request.

**Pine Mountain Lake Association
Annual Budget & Assessment Summary
2022 - 2023**

	<u>2022</u>	<u>2023</u>	<u>\$ Inc/(Dec)</u>	<u>% Inc/(Dec)</u>
Operating Budget	6,447,149	7,299,699	852,550	13.22%
Reserve Funding	2,255,000	2,355,000	100,000	4.43%
New Capital	102,249	1,100	(101,149)	-98.92%
Total	<u>8,804,398</u>	<u>9,655,799</u>	<u>851,401</u>	<u>9.67%</u>

2023 Annual Assessment Required	\$ 9,655,799
Estimated Number of Assessable Lots	3,325
Net Annual Assessment Per Lot	\$ 2,904.00
Monthly Assessment Per Lot	\$ 242.00
2022 Assessment Per Lot	\$ 2,640.00
Percent Change vs. 2022	10.00%
Annual Payment Discount	\$ 40.00

PMLA - 2023 Budget

Assessment by Department

	<u>\$ Budget</u>	<u>% of Total</u>	<u>Annual Assessment Per Lot</u>	<u>Monthly Assessment Per Lot</u>
Capital and Reserves	2,356,100	24.40%	\$ 708.60	\$ 59.05
Maintenance	2,630,878	27.25%	\$ 791.24	\$ 65.94
Administration	1,846,811	19.13%	\$ 555.43	\$ 46.29
Safety	1,045,707	10.83%	\$ 314.50	\$ 26.21
Country Club	831,244	8.61%	\$ 250.00	\$ 20.83
Golf	1,056,020	10.94%	\$ 317.60	\$ 26.47
Assessment Related	(803,807)	-8.32%	\$ (241.75)	\$ (20.15)
Snack Shack	40,591	0.42%	\$ 12.21	\$ 1.02
Stables	361,946	3.75%	\$ 108.86	\$ 9.07
Recreation	(4,857)	-0.05%	\$ (1.46)	\$ (0.12)
Marina & Lake	295,165	3.06%	\$ 88.77	\$ 7.40
Total Budget	<u>9,655,799</u>	<u>100.00%</u>	<u>\$ 2,904.00</u>	<u>\$ 242.00</u>

PMLA - 2023 Budget

2022/2023 Assessment Comparison by Department

	2022 Monthly Assessment Per Lot	2023 Monthly Assessment Per Lot	Inc. in Monthly Assessment Per Lot
Capital and Reserves	\$ 58.90	\$ 59.05	\$ 0.15
Maintenance	\$ 60.44	\$ 65.94	\$ 5.50
Administration	\$ 43.75	\$ 46.29	\$ 2.53
Safety	\$ 25.48	\$ 26.21	\$ 0.73
Country Club	\$ 22.14	\$ 20.83	\$ (1.31)
Golf	\$ 24.20	\$ 26.47	\$ 2.26
Assessment Related	\$ (29.43)	\$ (20.15)	\$ 9.28
Snack Shack	\$ 1.03	\$ 1.02	\$ (0.01)
Stables	\$ 7.33	\$ 9.07	\$ 1.74
Recreation	\$ (0.50)	\$ (0.12)	\$ 0.38
Marina & Lake	\$ 6.64	\$ 7.40	\$ 0.76
Total Budget	<u><u>\$ 220.00</u></u>	<u><u>\$ 242.00</u></u>	<u><u>\$ 22.00</u></u>

**Pine Mountain Lake Association
2023 Operations Budget
FTE Analysis**

Department/Amenity	2021 Budget	2022 Budget	2023 Budget	2022 Budget - 2023 Budget Inc./ (Dec.)
Administration	14.2	14.9	14.7	(0.2)
Restaurant/Bar	24.2	21.9	22.9	1.0
Golf	7.3	7.7	8.0	0.3
Golf Maintenance	10.5	11.7	11.6	(0.1)
Snack Shack	1.6	1.3	1.5	0.2
Marina & Lake	11.0	7.4	8.6	1.2
Recreation	2.2	2.6	2.3	(0.3)
Stables	3.9	5.1	5.9	0.8
Maintenance	23.2	23.3	23.6	0.3
Safety	15.8	16.0	16.1	0.1
Total	113.9	111.9	115.2	3.3

Pine Mountain Lake Association

2023 AMENITY & SERVICES FEE SCHEDULE

GOLF

Green Fees (Not Including Cart)

	2023
Property Owner - 18 Holes (Per Round)	\$ 31.00
Property Owner - 9 Holes (Per Round)	\$ 19.00
Guest - 18 Holes (Per Round)	\$ 42.00
Guest - 9 Holes (Per Round)	\$ 23.00
Public - 18 Holes (Per Round)	\$ 49.00
Public - 9 Holes (Per Round)	\$ 30.00
Junior (17 & Under) - Property Owner	\$ 10.00
Junior (17 & Under) - Guest & Public	\$ 14.00
Junior (17 & Under) - Youth on Course	\$ 5.00
Twilight (1pm) - Property Owner	\$ 22.00
Twilight (1pm) - Guest	\$ 30.00
Twilight (1pm) - Public	\$ 36.00
Super Twilight (3pm) - Property Owner	\$ 19.00
Super Twilight (3pm) - Guest	\$ 23.00
Super Twilight (3pm) - Public	\$ 30.00
Replay Fee - Property Owner	\$ 14.00
Replay Fee - Guest & Public	\$ 19.00

Tournament Fee

Tournament Fee (Includes Cart)	\$ 68.00
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Golf Cart Fees

Property Owner - 18 Holes	\$ 14.00
Property Owner - 9 Holes	\$ 9.00
Guest & Public - 18 Holes	\$ 17.00
Guest & Public - 9 Holes	\$ 11.00

Driving Range

Token (34 Balls)	\$ 4.00
4 Tokens	\$ 13.00
Range Membership - Property Owner	\$ 495.00
Range Membership - P/O with Annual	\$ 416.00

EQUESTRIAN CENTER

Property Owners/Renters/Public

Barn #1 Stall Per Month Full-Care	395.00
Barn #2 Stall Per Month Full-Care	395.00
Paddock Per Month Full-Care	305.00
Hay Surcharge	

Trail Rides

Guided Trail Ride Per Hour - Property Owner	60.00
Guided Trail Ride Per Hour - Public	65.00
Cancellation Fee (<24 hrs.)	50.00

Equestrian Arena Use

Boarders	
General Special Event Rental Per Day	155.00
P.A. System Per Day	30.00

GOLF

Golf Annual Memberships (Individual Rates)

	2023
Annual Unlimited Golf (Green Fees Only)	\$ 1,700.00
Annual Unlimited Golf - 9 Holes (Green Fees Only)	\$ 975.00
Junior Unlimited Golf - (17 & Under) (May-Sept)	\$ 255.00

Golf Annual Membership - Carts (Individual Rates)

Annual Unlimited	\$ 930.00
Annual Unlimited - 9 Hole	\$ 530.00

Punch Card Program (Includes Cart)

Property Owner (Only) - 18 Hole Rounds (10)	\$ 400.00
Property Owner (Only) - 18 Hole Rounds (20)	\$ 780.00
Property Owner (Only) - 9 Hole Rounds (10)	\$ 260.00
Property Owner (Only) - 9 Hole Rounds (20)	\$ 500.00

Punch Card Program (Green Fees Only)

Property Owner (Only) - 18 Hole Rounds (10)	\$ 285.00
Property Owner (Only) - 18 Hole Rounds (20)	\$ 530.00

Other Fees

Locker Rental - Full Size Annual	\$ 96.00
Locker Rental - Half Size Annual	\$ 48.00
Club Storage Annual	\$ 118.00
Push Cart Storage Annual	\$ 118.00
Club Rental - 18 Holes	\$ 32.00
Club Rental - 9 Holes	\$ 21.00
Push Cart Rental - 18 Holes	\$ 8.00
Push Cart Rental - 9 Holes	\$ 5.00

EQUESTRIAN CENTER

Other Stable Fees

Overnight Fee (Paddock Only)	30.00
Blanketing	15.00
Shavings	Mkt Rate
Hay	Mkt Rate

Picnic Area

Refundable Cleaning Deposit	120.00
Commercial Activity Per Event - 8 hrs	250.00
Commercial Activity Per Event /hour; 2 hour min.)	50.00
Property Owners & Organized Groups Per Event - 8 hrs	130.00
Property Owners & Org. Groups Per Event (hour; 2 hour min.)	32.00
Public Use Fee	250.00
Event Set-up/Tear Down (\$100 per hour - 1 hour minimum)	100.00

Pine Mountain Lake Association

2023 AMENITY & SERVICES FEE SCHEDULE

ENVIRONMENTAL CONTROL FEES

Compliance Fees & Deposits

New Homes (Refundable)	N/A
Additions (Refundable)	
900 sq. ft. upwards	N/A
500 sq. ft. - 899 sq. ft.	N/A
200 sq. ft. - 499 sq. ft.	N/A
0 sq. ft. - 199 sq. ft.	N/A

Plan Check Fees

New Structures (4 Inspections)	500.00
Additions (3 Inspections)	420.00
Wells & Preliminary Inspections	110.00
Improvement Inspections	110.00
Single Inspection (Solar, Paint, Roof, etc.)	55.00
Construction Time Extension Request	75.00
Conceptual Plan Check	30.00
Variance Application Fee	290.00
Lot Merger Transaction Fee	155.00
Property Transfer Fee	160.00
HOA Documents Binder	97.00
HOA Documents CD	50.00
Document Copying Costs Per Page 8.5" x 11" (B/W)	0.10
Document Copying Costs Per Page 8.5" x 11" (Color)	0.50
Document Copying Costs Per Page 11" x 17" (B/W)	0.25
Document Copying Costs Per Page 11" x 17" (Color)	0.85
Large Plans/Blueprint Cost Per Page	2.10

TENNIS & PICKLEBALL

Property Owner

Annual Individual Rate (Inc. children & grandchildren)	135.00
Summer Pass - Memorial Day through Labor Day	92.00
Off-Season Pass (Labor Day - 12/31)	42.00
Monthly Rate	40.00
Daily Rate	5.00
Daily Rate Minor Dependents (Thru Age 18)	1.00

Guest/Renter

Long-Term Renter Annual Individual Rate	155.00
Monthly Rate	50.00
Daily Rate	7.00

CAMPGROUND

Property Owners

Regular Space Per Night	18.50
Regular Space Per Week	90.00
Regular Space Per Month	362.00
Space With R.V. Hookup Per Night	28.00
Space With R.V. Hookup Per Week	144.00
Space With R.V. Hookup Per Month	552.00

2023

Gate Access/Parking/Renter Fees

New Clicker	75.00
Property Owner Gate Cards - New or Replace.	20.00
Special User Gate Card	35.00
Renter Gate Card	35.00
Contractor/Realtor Gate Card	60.00
Annual Renewal - Contractor, Realtor, Renter	25.00
Replacement Gate Card - Non-Property Owner	30.00
Dependent Photo ID Card	6.00
P.O. Parking Permit-First Four (4)	-
Additional P.O. Parking Permits-Per Permit	10.00
Annual Rental Fee	160.00
Vacation Rental Parking Permit (Up to 7 Days)	44.00
Vacation Rental Motorcycle Parking Permit	16.00

Realtor Fire Inspection Fee

Initial Inspection Plus One Re-inspection	70.00
Additional Inspections	40.00

Lake Lodge

Refundable Cleaning Deposit Per Event	250.00
Special Event Per Meeting/Event	250.00

GENERAL FEES:

Fax Transmittal	0.50
Returned Check Fee	35.00
Advertiser Reactivation Fee - 35% of previous balance	
Dog Kenneling Fee - First Day	50.00
Dog Kenneling Fee - Additional Days	35.00
Dog Transportation Fee	100.00
Request for Information Fee (Hour)	30.00

OTHER FEES

Wedding Fee (Sponsored by Property Owner)	1,560.00
Exclusive Use Fee (Grill)	5,200.00
Notary Services (per signature) - Property Owner	10.00
Notary Services (per signature) - Non-Property Owner	15.00

SHOOTING RANGE:

Homeowner (member of PML Shooting Club) - Annual	82.00
Homeowner (member of PML Shooting Club) - Daily	5.00
Homeowner (Annual)	131.00
Homeowner (Daily)	10.00
Guest or Associate Affiliate Shooting Club	10.00
Junior	3.00

Pine Mountain Lake Association

2023 AMENITY & SERVICES FEE SCHEDULE

Guests

Regular Space Per Night	32.00
Regular Space Per Week	180.00
Space With R.V. Hookup Per Night	46.00
Space With R.V. Hookup Per Week	267.00
Non-Camper Dump Station Use - Property Owner	10.00
Additional camper charge after 4 campers	5.00
Additional Vehicle	10.00
Cancellation Fee <7 Days	25.00

All camping fees are before applicable TOT tax

POOL - Swimming Lessons

Property Owner Per Person Per Course	40.00
Property Owner Per Family (3 maximum) Per Course	85.00
Renter/Guest Per Person Per Course	50.00
Renter/Guest Per Family (3 maximum) Per Course	95.00

LAKE & MARINA

Docking Fees

Regular Boat Slip Per Season	500.00
Pontoon Boat Slip Per Season	645.00
Beach Space (Dunn Ct.) - Per Season	191.00
Locker Rental - Per Season	10.00
Beach Space (Marina) - Per Season	210.00
Mud Bank Per Season	146.00
Annual Rack Space	155.00
Overnight Docking Fee (if available)	40.00

Registration Fees

Power/Electric Boats - Per Season	88.00
Paddle Boats, Rowboats, Canoes, Kayaks	
Windsurfers, Sail Boats & SUP- Per Season	25.00
Float Tubes, Inflatables - Per Season	25.00
Daily Launch Pass	10.00

Other Lake & Marina Fees

Water Taxi Unlimited Day Pass Per Adult	-
Water Ski Surcharge Per Season	55.00
Marina Entrance Fee - Adults (Wristbands)	10.00
Children (8 years old and younger)	N/C
Lake Cruise Boat Charter Per Hour	95.00
Jetty Rental Fee per hour (4 Hr. Max.)	30.00

LAKE & MARINA

Boat Rental Fees

Pedal Boat Per Hour	32.00
Pedal Boat Per 1/2 Day (4 Hours)	86.00
Pedal Boat Per Day (10 Hours)	173.00
6 Pass. Pedal Boat Per Hour	47.00
6 Pass. Pedal Boat - 4 Hours	142.00
6 Pass. Pedal Boat - 10 Hours	253.00
Sail Boat Per Hour	32.00
Sail Boat Per 1/2 Day (4 Hours)	86.00
Sail Boat Per Day (10 Hours)	174.00
Single Kayak / Stand up Paddle Board per Hr.	23.00
Single Kayak / Stand up Paddle Board - 4 Hrs.	86.00
Single Kayak / Stand up Paddle Board - 10 Hrs.	139.00
Double Kayak Per Hour	29.00
Double Kayak Per 1/2 Day (4 Hours)	92.00
Double Kayak Per Day (10 Hours)	172.00
4 Pass. Gas Fishing Boat Per Hour	37.00
4 Pass. Gas Fishing Boat - 1/2 Day (4 Hrs.)	105.00
4 Pass. Gas Fishing Boat Full Day (10 Hours)	210.00
6 Pass. Gas Fishing Boat Per Hour	42.00
6 Pass. Gas Fishing Boat - 1/2 Day (4 Hrs.)	121.00
6 Pass. Gas Fishing Boat Full Day (10 Hours)	221.00

2023 SCHEDULE OF MONETARY PENALTIES

Amended 11/21/2020

Civil Code 5850 (a)-(d)

The Board of Directors is authorized to adopt and publish a schedule of reasonable fines and penalties for common or recurring violations of the Governing Documents. The following schedule of fines will serve as a guideline for the imposition of appropriate penalties in the context of member enforcement proceedings. The Board may also, by resolution, authorize and empower the Association's General Manager to issue notices of fines in appropriate circumstances involving commonly recurring violations.

8.1. Traffic Violations

Within the boundaries of the Association, all traffic violations fall under provisions of the California State Vehicle Code.

8.2. Fines for Violation of Declaration of CC&R's, the Association Bylaws, Fire Safety Policies and Procedures or the ECC Design Guidelines (the Governing Documents):

A. Property Use Restriction Violations

Uncorrected violations of the Governing Documents pertaining to property use restrictions or property maintenance (CC&R's, Articles VII, and VIII):

1. First violation: Up to a maximum of \$250.00.
2. Each month, or portion thereof, a continuing violation remains uncorrected, an additional fine of up to \$250 per month may be levied.
3. Each subsequent violation within one year of the preceding violation shall be \$250.00.

B. Fire Safety Policies and Procedures/Hazardous Tree Violations

Uncorrected violations of the Governing Documents pertaining to property use restrictions or property maintenance (CC&R's, Articles VII, and VIII) and Resolution 18.XX-Fire Safety Policies and Procedures):

Fire Safety Violations - Dead standing trees

Downed Trees

Defensible Space: Zone 1 and Zone 2

Weeds/Annual Grasses

Flammable debris/slash

The fines for Fire Safety violations shall be at the discretion of the Association. The fine shall be based on such factors as the severity of the violation; and the adverse impacts on and considerations of neighboring property owners.

1. First violation: \$500 - \$5,000.
2. Each month, or portion thereof, a continuing violation remains uncorrected, an additional fine of up to \$1,000 per month may be levied.
3. Each subsequent violation within one year of the preceding violation shall be \$500 - \$5,000.

C. **Environmental Regulation Violations**

Uncorrected violations of any matters that are under the jurisdiction of the Association's Environmental Control Committee (see primarily Articles V and VI of the CC&R's):

1. Unauthorized Earth Work and Site Alteration
 - a. Grading of lot/putting in trenches without a permit (fine to be determined by the severity of the action): \$100.00 - \$1,000.00.
2. Construction Violations
 - a. Initiating new construction without ECC approval.
 - (i) House, garage, additions, multiple commercial projects: \$500.00 - \$1,500.00.
 - (ii) Sheds, decks and minor alterations: \$100.00 - \$500.00.
 - b. Failure to pick up permit prior to commencing approved construction: \$100.00 - \$500.00.
 - c. Failure to clean up construction debris: \$50.00 - \$200.00.
 - d. Failure to obtain extension prior to expiration of permit: \$50.00 - \$250.00. Additional deposit may be required.
 - e. Failure to complete project within allotted time frame: Up to \$500.00 per month.
 - f. Failure to schedule final inspection within time required by CC&R's: \$50.00 - \$250.00.
3. Deviations from Approved Plans
 - a. Major deviations without prior approval (i.e., changes from approved design, color, and/or materials): \$100.00 - \$1,500.00.
 - b. Minor deviations and changes without prior approval (i.e., window changes on side/rear elevations, minor changes to front elevation): \$50.00 - \$500.00.

Note: Any changes in plans, which are made without prior approval from the ECC, shall be subject to a minimum fine of \$50.00 and may be subject to an order requiring corrective action.

4. Unauthorized Tree and Brush Removal and Limbing
 - a. Tree removal, per tree: \$100.00 - \$2,500.00.
 - b. Tree removal from common area or from property owned by others, per tree: \$100.00 - \$2,500.00.
 - c. Failure to properly dispose of tree removal debris: \$100.00 - \$1,000.00.

The fine for unauthorized tree removal shall be at the discretion of the Association. The fine shall be based on such factors as the severity of the violation; size and density of trees per Schedule A; and the adverse impacts on views or other aesthetic considerations of neighboring property owners.

Under no circumstances shall trees be removed or limbed, or brush removed from the common area. Any violation of this could result in a maximum fine of \$2,500.00 per tree and replacement of said tree(s).

NOTE: Dead or hazardous trees or brush in the common area should be reported to the Association.

5. Miscellaneous Items

- a. Exterior alteration to existing structures without ECC approval (i.e., changes on roof material or color, changes to exterior surfaces, color or material, addition of windows and/or doors, etc.): \$50.00 - \$500.00.
- b. Exterior lighting fails to meet acceptable standards, per fixture: \$25.00 - \$100.00.
- c. Violation of sign ordinance: \$50.00 - \$250.00.
- d. Installation of fence without prior approval: \$100.00 - \$500.00.
- e. Any PML member who fails to comply with Association emergency temporary amenity closures, restrictions or physical distancing or health guidelines at PML amenities, may be fined up to \$500 for each incident and may lose their amenity use privileges for up to 6 months subject to the hearing and procedural requirements set forth in the Declaration.

Other violations not listed may also be subject to a fine by the Association. (The above fines could be assessed per day, week, or month until corrected.)

The fine policy and schedule of fines may be amended and modified from time to time by the Association after proper notification and Board approval. Such changes will be posted in the ECC office and published to the Association website. FINES MAY BE ASSESSED ON A DAILY, WEEKLY, OR MONTHLY SCHEDULE, ACCORDING TO THE INFRACTION AND AT THE DISCRETION OF THE ASSOCIATION. Multiple violations may result in multiple fines.

D. **Delinquent Assessments** – Civil Code 5320

Uncorrected violations of any of the Governing Documents pertaining to the payment of assessments as levied by the Board of Directors (CC&R's, Article IV):

1. Assessments are due on the first day of the month and are delinquent if not paid by the fifteenth (15th) day of the month. If an assessment becomes delinquent, the owner shall incur a late charge not exceeding 10 percent of the delinquent assessment.
2. If delinquent assessments and late charges remain unpaid thirty (30) days following the due date, the delinquent amounts, reasonable costs of collection, and late charges shall begin to bear interest at the rate of 12 percent per annum until paid.
3. If assessments remain unpaid for a period of seventy-five (75) days or more, the owner's account may be referred to legal counsel to initiate the lien and foreclosure proceedings.
4. In lieu of pursuing its lien and foreclosure remedies, the Association may initiate a small claims court action against a delinquent owner to recover any delinquent

assessments, fines and other reasonable costs of collection imposed by the Association.

In accordance with California law, each year when the Association distributes its annual budget, the members shall also receive a schedule of the monetary penalties, which may be imposed for violations.

8.3 Fines for Violation of the Rules and Regulations

- A. First violation: up to a maximum of \$250.00.
- B. Each month, or portion thereof, a continuing violation remains uncorrected, an additional fine of up to \$250 per month may be levied.
- C. Each subsequent violation within one year of the preceding violation shall be \$250.00.
- D. In addition to fines levied in accordance with the above schedule, any owner who is determined to have violated the Declaration of Restrictions may be ordered by the Association to restore any damaged, destroyed, or altered plant materials, flora, or structural improvements to their pre-existing condition. In the case of any violation, which constitutes a breach of the rights of quiet enjoyment of any other property owner or resident, the violator may be ordered to cease or discontinue the offensive action or activity.

Further Legal Action

- 1. In any case where a property owner fails to pay levied fines or take corrective action as detailed in any Committee decision, the Board of Directors may pursue collection of fines or enforcement of the Committee's decision in any manner permitted by law. In the event the property owner fails to complete whatever corrective action the Committee specifies in its final decision, the Committee may reconvene to assess a monetary fine, within the guidelines of the above schedule, as a penalty for the owner's failure to act. The Committee shall notify the Board of the owner's continued noncompliance in order to enable the Board to consider the propriety of further legal action.
- 2. As more particularly described in Article XIV of the Declaration of Restrictions, in the event that formal legal action becomes necessary, the prevailing party shall be entitled to recover his/her/it's costs of suit, including reasonable attorneys' fees.

11/24/2020 DD

NOTICE OF PROCEDURES FOR ARCHITECTURAL CHANGE

Civil Code Section 4765

ARTICLE V Environmental Management

Section 1. Environmental Control Committee Approval of Improvements

(a) **Basic Objectives of Environmental Management.** The objectives of the Association's environmental management authority and the policies and regulations promulgated pursuant to that authority are to insure that Improvements (as defined below) and individual and collective membership activities shall be directed and pursued with a view toward enhancement of the natural beauty and character of the Properties and the quiet enjoyment thereof by all Owners, residents and guests. Although the principal responsibility for administration and implementation of environmental management policies rests with the Board of Directors, management and the Environmental Control Committee, membership support of these objectives is basic to their successful implementation. The Association's environmental management policies are primarily concerned with effective enforcement, administration and implementation of Articles V and VIII of this Declaration, the ECC Rules and other Association Rules pertaining to such articles.

(b) **Definition of Improvement.** The term "Improvement," as used herein, shall include, but shall not be limited to, the construction, installation, alteration, remodeling, and exterior color selected of buildings, walls, fences, landscaping structures, landscaping, retaining walls, piers, boat shelters, floats, privacy structures, outdoor spas, antennas, television satellite reception dishes, heating or air conditioning equipment or swimming pools, including above ground pools and wells.

(c) **Approval Generally.** Before commencing construction or installation of any Improvement on any Lot within the Properties, the Owner planning such Improvement must submit to the Association's Environmental Control Committee (the "Committee") a written request for approval. The Owner's request shall include plans and specifications satisfying the requirements of the ECC Rules (see Section 5, below). Unless the Committee's approval of the proposal is first obtained, no work on the Improvement shall be undertaken. The Committee shall base its decision to approve, disapprove or conditionally approve any proposed Improvement on the criteria described in Section 6 of this Article V.

(d) **Modifications to Approved Plans Must Also Be Approved.** Once a work of Improvement has been duly approved by the Committee, no material modifications shall be made in the approved plans and specifications therefore and no subsequent alteration, relocation, addition or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and approval by, the Committee. If the proposed modification will have, or is likely to have, a material affect on other aspects or components of the work, the Committee, in its discretion, may order the Owner, his or her contractors and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.

In the event that it comes to the knowledge and attention of the Association, the Committee, or the agents or employees of either that a work of Improvement, or any modification thereof, is proceeding without proper approval, the Association shall be entitled to exercise the enforcement remedies specified in Section 12 of this Article V, including, without limitation, ordering an immediate cessation and abatement of all aspects of the work of Improvement until such time as proper Committee review and approval is obtained.

Section 2. Committee Membership. The Environmental Control Committee shall be composed of three Members of the Association appointed by the Board. In selecting the Committee, the Board of Directors shall endeavor to appoint individuals whose occupations or education will provide technical knowledge and expertise relevant to matters within the Committee's jurisdiction. The Committee shall also be assisted by a compliance officer who shall be a staff employee and have such duties and responsibilities as specified in the ECC Rules.

Committee members shall serve for one-year terms subject to the Board's power to remove any Committee member and to appoint a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto, unless otherwise approved by the Board of Directors. The Committee members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Committee functions. Requests for reimbursement shall be supported by adequate documentation and shall be submitted to, and approved by, the Board of Directors.

Section 3. Duties of the Environmental Control Committee. It shall be the duty of the Committee to consider and act upon the proposals and plans submitted to it pursuant to this Declaration, to adopt Environmental Control Committee Rules pursuant to Section 5 hereof, to undertake periodic inspections of Lots and the Common Area within the Properties to assure compliance with the Governing Document's land use and environmental control regulations, to perform other duties delegated to it by the Board of Directors and to carry out all other duties imposed upon it by this Declaration.

Section 4. Meetings. The Environmental Control Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Committee members shall constitute an act by the Committee and the Committee shall keep and maintain a written record of all actions taken.

The Owner-applicant shall be entitled to appear at any meeting of the Committee at which the Owner's proposal has been scheduled for review and consideration. The Owner shall be entitled to be heard on the matter and may be accompanied by his or her architect, engineer and/or contractor. Other Owners whose properties may be affected by the proposed Improvement (in terms of the view or solar access of their Lot, noise or other considerations) shall also be entitled to attend the meeting.

Reasonable notice of the time; place and proposed agenda for Committee meetings shall be communicated before the date of the meeting to any Owner-Applicant whose application is scheduled to be heard.

Section 5. ECC Rules. The Environmental Control Committee may, from time to time and with approval of the Board of Directors, adopt, amend and repeal rules and regulations to be known as "ECC Rules." The ECC Rules shall interpret and implement the provisions hereof by setting forth: (a) the standards and procedures for Environmental Control Committee review (including, without limitation, minimum requirements for submitting a complete application for project approval); (b) guidelines for the design features, and placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended or required for use within the Properties; (c) minimum content of plans and specifications for any improvement; (d) the criteria and procedures for requesting variances from any property use restrictions; or minimum construction standards that would otherwise apply to the proposed Improvement under the Governing Documents (see Section 13 below); and (e) minimum requirements for the maintenance, supervision and restoration of construction sites by Owners and their contractors. Notwithstanding the foregoing, no ECC Rule shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the ECC Rules

and this Declaration, the provisions of the Declaration shall prevail. The ECC Rules are currently set forth in a booklet entitled "Environmental Control Committee Guidelines".

Section 6. Basis for Approval of Improvements. When a proposed work of Improvement is submitted to the Environmental Control Committee for review, the Committee shall grant the requested approval only if the Committee, in its sole discretion, finds that all of the following provisions have been satisfied.

(a) The Owner's plans and specifications: (i) conform to this Declaration and to the ECC Rules in effect at the time such plans are submitted to the Committee; (ii) will result in the construction of an Improvement that is the harmony with the external design of other structures and/or landscaping within the Properties; and (iii) will not interfere with the reasonable enjoyment of any other Lot Owner of his or her property, including, without limitation, the other Owner's rights to scenic and solar access free of unreasonable obstructions; and

(b) The proposed Improvement(s), if approved, will otherwise be consistent with the architectural and aesthetic standards prevailing within the Properties and with the overall plan and scheme of development of the Properties and the purposes of this Declaration.

(c) Delivery of Plans and Specifications. Plans and specifications shall be submitted to the Committee by personal delivery or first-class mail addressed to the Secretary of the Association or the Chairman of the Committee at the Association's principal office.

While it is recognized that the Committee's determination to approve or disapprove an Improvement will, of necessity, be subjective to some degree, the members of the Committee shall act reasonably and in good faith and shall consider such factors as the quality of workmanship and materials proposed for the Improvement project, the harmony of the proposed Improvement's exterior design, finish materials and color with that of other existing structures, and the proposed location of the Improvement in relation to the existing topography, finished grade elevations, roads, the Common Area and other existing structures. The Committee shall also be entitled to determine that a proposed Improvement or component thereof is unacceptable when proposed on a particular Lot, even if the same or a similar Improvement /component has previously been approved for use at another location if factors such as drainage, topography or visibility from roads, the Common Area or other Lots or prior adverse experience with the product or design of the Improvement mitigate against erection of the Improvement or use of a particular component within the Improvement on the Lot involved in the Owner's submittal.

Section 7. Inspection Fee and Deposits. The Association shall be entitled to charge a reasonable fee in order to defray the time, cost and expense involved in reviewing and processing the materials submitted to the Committee. Should it be determined that all or a portion of the materials submitted require resubmittal, an additional fee may be imposed to defray the time, cost and expense involved in re-reviewing such materials, provided that the applicant is notified of the estimated fee to be charged along with notification that such matters must be resubmitted.

As part of its submittal to the Committee, each Owner shall be obligated to make or deposit in an amount established by the Board from time to time. This sum is in addition to the initial plan submittal fee and shall be used: to pay for any clean-up on Lots or streets and repairs of any streets within the Properties made necessary by the Owner's construction. Because such cleanup and repair will need to be done right away, no notice shall be required. These funds shall be available so that the provisions of Section 1, above, may be strictly enforced. The Association shall place deposit funds in an account with a financial institution selected by the Board, and once construction and all clean up are complete, shall refund the unused portion of the deposit, without interest, to the Owner.

Section 8. Time Limits for Approval or Rejection. Within thirty (30) days after submission of plans and specifications satisfying the requirements of the ECC Rules, the Committee shall return one set of such plans to the applicant, with either written notice of approval or disapproval or with written suggestions of changes required for approval accompanying the returned set of plans. The applicant may implement such changes to the plans and within thirty (30) days resubmit plans incorporating such changes for approval to the Committee, which approval it shall not unreasonably withhold so long as the Owner has complied in all material respects with the requested changes. If no written notice of approval or disapproval is received by the Owner-applicant within thirty (30) days after the Owner's plans and specifications (or revisions thereto) are submitted to the Committee, the plans shall be deemed to have been approved as submitted.

In approving a request for construction of an Improvement, the Committee may condition approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement or similar mitigating conditions.

Section 9. Proceeding With Work. Upon receipt of approval from the Environmental Control Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction and excavation pursuant to said approval. In all cases, work on an Improvement project shall commence within one year from the date of such approval and shall be completed within one construction season. If the Owner fails to comply with this paragraph, any approval given pursuant to this Article V, shall be deemed revoked unless the Committee, upon written request of the Owner prior to the expiration of the initial one year period, extends the time for commencement or completion. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted and that the Owner has a bona fide intention and ability to complete the Improvement project within the time specified in the extension request.

Section 10. Failure to Complete Work. Unless the Owner has been granted an extension of time to complete the Improvement project by the Environmental Control Committee, construction, reconstruction, refinishing or alteration of any such Improvement must be complete within one construction season after construction has commenced, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner because of strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his or her agents. In the case of building Improvements, the requirements of this Section 10 shall be deemed to have been met if, within the permissible construction period, the Owner has completed construction of the building's foundation and all exterior surfaces (including the roof, exterior walls, windows and doors).

If the Owner fails to comply with this Section 10, the Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 11(c) and (d) below as though the failure to complete the Improvement was a noncompliance with approved plans.

Section 11. Inspection of Work by Environmental Control Committee. Inspection of the work relating to any approved Improvement and correction of defects therein shall proceed as follows:

(a) During the course of construction, the ECC compliance officer or other representatives of the Environmental Control Committee shall have the right to inspect the job site to confirm that the work of Improvement is proceeding in accordance with the approved plans and specifications.

(b) Upon the completion of any work of Improvement for which Committee approval is required under this Article V, the Owner or his or her contractor shall give the Committee a written notice of completion.

(c) Within thirty (30) days thereafter, the Committee, or its duly authorized representative, may inspect the Improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans. If the Committee finds that the Improvement was not erected, constructed or installed in substantial compliance with the Owner's approved plans, then within the 30-day inspection period the Committee shall give the Owner a written notice of noncompliance detailing those aspects of the project that must be modified, completed or corrected. If the violation or nonconforming work is not corrected within a reasonable time (to be determined by the Committee), the Association and the Committee shall have the enforcement rights and remedies set forth in Section 14, below.

(d) If for any reason the Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of the Owner's notice of completion, the Improvement shall be deemed to have been constructed in accordance with the approved plans for the project, unless it can be demonstrated that the Owner knew of the noncompliance and intentionally misled the Committee with respect thereto.

Section 12. Enforcement of Environmental Control Matters .

(a) In addition to other enforcement remedies set forth in this Declaration, the Environmental Control Committee shall have enforcement authority with respect to any matters required to be submitted to and approved by it, and, subject to prior approval by the Board, may enforce such architectural control by any proceeding at law or in equity. In addition, the Committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or if it does not conform to the plans and specifications submitted to and approved by the Committee. No work of Improvement for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work.

(b) If the Owner fails to remedy any noncompliance with respect to which notice has been given within thirty (30) days from the date of such notification, the Committee shall notify the Board in writing of such failure. The Committee shall then set a date on which a hearing regarding the alleged noncompliance not be more than thirty (30) days nor less than fifteen (15) days after the notice of the noncompliance is issued by the Committee to the Owner and, in the discretion of the Committee, to any other interested party.

(c) At the hearing, the Owner, one or more representatives of the Committee and any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Committee shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance is determined to exist, the Committee shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Committee, in its discretion, may grant. If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, the Board shall recover such expenses through the levy of a Special Individual Assessment against such Owner.

(d) Legal proceedings to compel compliance with the ECC Rules, eliminate architectural or environmental violations or other violations of the Governing Documents that are under jurisdiction of the Environmental Control Committee must be approved by the Board and maintained in the name of

the Association. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

(e) The approval by the Environmental Control Committee of any plans, drawings or specifications for any work of Improvement done or proposed, or for any other matter requiring the approval of the Committee under this Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different locations for Improvements, the size of the Improvement structure, proximity to other Residences or Common Facilities and other factors may be taken into consideration by the Committee in reviewing a particular submittal.

Section 13. Variances. The Environmental Control Committee shall be entitled to allow reasonable variances in any procedures specified in this Article V, the minimum construction standards specified in Article VI or in any land use restrictions specified in Article VIII to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardship to owner-applicants, provided all of the following conditions are met:

(a) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise be applicable under this Declaration, the Committee must conduct a public hearing on the proposed variance after giving prior written notice to the Board and to any Owner of a Separate Interest located within three hundred (300) feet of the Separate Interest affected by the variance.

(b) The Committee must make a good faith written determination that the variance is consistent with one or more of the following criteria: (i) the requested variance will not constitute a material deviation from any restriction contained herein or that the proposal allows the objectives of the violated requirements) to be substantially achieved despite noncompliance; or (ii) the variance relates to a requirement land use restriction or minimum construction standard otherwise applicable hereunder that is unnecessary or burdensome under the circumstances; or (iii) the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance with respect, to any other portion of the Properties.

Section 14. Nonconforming Use of Properties.

(a) Establishment of Nonconforming Use; Notice Requirements. In addition to its jurisdiction over the review and approval of new improvements and regulation of the timely and proper completion of such improvements, the Environmental Control Committee shall also be vested with authority and responsibility to regulate continued compliance by Lots with the provisions of this Article V and Articles VI and VIII of this Declaration. To this end, the Committee may appoint a compliance officer who shall periodically tour the Properties from time to time and report to the Committee any apparent violations of said articles ("architectural/land use violations"). If the Committee agrees that the compliance officer has identified an architectural/land use violation on any Lot, the Committee shall so notify the owner, in writing. The notice shall detail the nature of the alleged violation and advise the Owner of his or her right to be heard on the matter in accordance with Article XIV hereof. If the Owner fails to make a timely request for a hearing the Committee shall be entitled to make its own determination of whether a violation exists at the next regularly scheduled Committee meeting following expiration of the notice period.

If a violation is determined to exist which the Owner is unable or unwilling to correct or eliminate within a reasonable period of time, the Association shall be entitled to execute and record against the subject Lot a Notice of Noncompliance With Recorded Use Restrictions which shall identify the subject

Lot, describe the nonconforming use and specify the Article and Section number of the Governing Document which is being violated. The ECC Rules shall include other reasonable rules, policies and procedures concerning the correction and/or elimination of existing land use violations including, without limitation, rules which prohibit any expansion of the nonconforming use of which require compliance with the Governing Documents when the nonconforming improvement is in need of substantial repair or replacement.

(b) Certificate of Compliance. Upon the elimination of any nonconforming use, the Association shall execute and record an estoppel certificate, as described in Section 15 of this Article V, which shall reference any previously recorded Notice of Noncompliance With Recorded Use Restrictions, rescind said notice and confirm that the Lot is in compliance with all applicable Governing Document provisions referenced in the Notice of Noncompliance.

Section 15. Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Environmental Control Committee by any Owner, and upon payment to the Association of a reasonable fee (as established from time to time by the Board, in its sole discretion), the Committee shall record an estoppel certificate, executed by any two of its members, certifying (with respect to any Lot owned by the applicant Owner) that as of the date thereof, either: (a) all improvements made and other work completed by said Owner comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser of the subject Lot from the Owner, or from anyone deriving any interest in said Lot through the Owner, shall be entitled to rely on the Association's estoppel certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, all Owners and any persons deriving any interest through them.

Section 16. Limitation on Liability. Neither the Association, the Environmental Control Committee nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any mistakes in judgment, negligence or nonfeasance arising out of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings or specifications; (c) the development of any Lot within the Properties; or (d) the execution and filing of a Notice of Noncompliance pursuant to Section 14, above, or an estoppel certificate pursuant to Section 15, above, whether or not the facts therein are correct; provided; however, that such member has acted in good faith on the basis of such information as he may possess. Accordingly, by acceptance of title to any Lot, the grantee hereby releases the Association, the members of the ECC, and the Association's agents, employees and independent contractors from all loss or damage or claim thereof arising from any defect or alleged defect in such plans and specifications; and the grantee further waives the benefit of section 1542 of the California Civil Code which pertains to the release of unknown claims. Also, the grantee agrees to indemnify and hold harmless the Association, the ECC and any agents, employees and independent contractors of the Association from any claim asserted by third parties arising out of any such defects.

Section 17. Effect of Approval of Lake Improvements. Whenever the Association shall approve plans and specifications for a pier, boat shelter, float or similar Improvement on or extending into any lake within the Properties, such approval shall constitute a mere revocable license from the Association for the construction, placement, and maintenance of the proposed structure.

Section 18. Compliance With Governmental Regulations. Review and approval by the Environmental Control Committee of any proposals, plans or other submittals pertaining to improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Lot Owner who desires to construct, install, or modify the improvement.

Section 19. Appeals. Appeals from decisions of the Environmental Control Committee may be made to the Board of Directors, which may elect, in its discretion, to hear the appeal or, in the alternative, to affirm the decision of the Committee. The Association Rules shall contain procedures to process appeals pursuant to this Section 19.

ARTICLE VI

Minimum Construction Standards

Unless a variance is requested from, and granted by the Environmental Control Committee in accordance with Article V, Section 13, hereof, improvements constructed on any Lot shall conform to the following minimum construction standards:

Section 1. Minimum Square Footage/Single Family Residence. Each Single Family Residence constructed shall have a fully enclosed floor area (exclusive of roofed or unroofed porches, decks, terraces, garages, carports or other outbuildings) not less than: (i) one thousand six hundred (1,600) square feet on lakefront Lots; and (ii) one thousand two hundred fifty (1,250) square feet on all other Lots.

Section 2. Minimum Square Footage/Multi-Family Residence Units and Condominiums. There shall be at least two (2) Residence units in each multi-family building. Each Residence unit shall contain a minimum of the following fully enclosed floor areas devoted to living purposes, exclusive of roofed or unroofed porches, decks, terraces, garages or carports: one bedroom, one unit = 550 square feet; one bedroom, one bath, convertible den units = 675 square feet; and two bedroom, two bath units = 775 feet.

Section 3. Roof Eaves. Roof eaves or overhang on all Residences is to be no less than twenty-four (24) inches horizontally from the wall.

Section 4. Roof Pitch. The roof pitch of all Residences must be minimum of four (4) in twelve (12). All dimensions on overhangs and pitch must be denoted on the plans.

Section 5. Setback requirements. Setbacks for any Residence or other permanent structure (whether or not attached to the Residence) shall be at least:

(a) Twenty (20) feet from the front Lot line or according to current standards determined by the County of Tuolumne, whichever is stricter;

(b) Fifteen (15) feet from the rear Lot line, or according to current standards determined by the County of Tuolumne, whichever is stricter;

(c) Six (6) feet from the side Lot lines or according to current standards determined by the County of Tuolumne, whichever is stricter;

(d) Fifty (50) feet from the shoreline of any lakefront Lot using as such line the normal lake elevation of two thousand five hundred fifty (2,550) feet mean sea level, provided that on any lakefront Lot there may be constructed and maintained, at or adjacent to such shoreline, a pier or a dock in respect to the size, design, construction or replacement for which the Association has issued a permit or license.

Section 6. Elevation of Lakefront Residences. First floor elevations of all Residences constructed on lakefront Lots shall not be lower than two thousand five hundred fifty-nine (2,559) mean sea level.

Section 7. No Used Structures. No used buildings or structures, intended for use as a Dwelling Unit, shall be placed on any Lot.

Section 8. Board's Authority to Regulate Other Structures and Improvements. The Board shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, chimneys, copings, flagpoles, etc.

Section 9. Fences, Retaining Walls, Landscape and Privacy Structures. No fences, retaining walls, landscaping or privacy structure shall be constructed or erected on any Lot without the prior written approval of the Association.

Section 10. Colors and Exterior Finishes. All exterior colors, textures and materials, including roof materials, must be adequately described in the plans and specifications (with an indication where the colors will be used upon the finished dwelling) and approved in writing by the Environmental Committee prior to initiation of construction. Color samples shall be submitted to the Committee along with the plans and specifications. The Committee is authorized to maintain a chart of approved colors.

Section 11. Roofing Materials. Natural wood or shingle roofing materials or composition roofing materials shall not be permitted on any Residence within the Properties unless they are treated with fire retardant materials. The use of other roofing materials, such as tile, gravel or artificial shingles or shakes that have the appearance of natural wood shingles shall be permitted subject to prior Environmental Control Committee approval of the appearance and quality of the material.

More detailed information regarding these policies and procedures is contained in the ECC Rules, Guidelines and Construction Standards handout, available upon request at the Administration Office.

NOTICE OF RIGHT TO REQUEST A SECONDARY ADDRESS

Civil Code 4040(b)

Members are hereby notified that you have a right to submit a request identifying a secondary address for purposes of collection notices. The request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it.

The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

Designated Recipient & Delivery Notice

The Association has designated the following person to receive communications:

Joseph M. Powell, General Manager
19228 Pine Mountain Drive
Groveland, CA 95321

All members have the right to receive general notices by individual delivery/notice method.

General Notice Location

All general postings of the Association will be available for member review at the Administration Main Office as well as all Association mail house locations.

TOTAL REPLACEMENT FUNDS RESERVE BUDGET FOR 2022 **30 YEAR RESERVE FUND STATEMENT**

Civil Code 5565

The long-term nature of reserve funding requires certain assumptions and predictions to be made about future events. For example, each item, such as a building roof or major street repairs, has to be evaluated as to its present age, projected useful life and replacement cost. In the case of a roof or the Association's streets, the predicted useful life can vary several years either way depending on usage and weather conditions. Estimated replacement costs have to be adjusted for inflation, especially if replacement will occur many years in the future. Inflation rates are an unknown and the estimated rate selected can have profound effects on overall funding requirements.

The Reserve Expenditures projected for 2023 totals \$4,298,506. Assessment contributions to the Reserve Fund is \$2,355,000. Additionally, the Association anticipates expenditures of \$1,100 for new capital investment, for a total contribution to capital by property owners totaling \$2,356,100.

In accordance with state law and sound management practices, it is the policy of the Association to maintain reserve funding levels sufficient to pay for capital replacement, repairs, and enhancements as they are required. Please refer to the summary table that follows.

Pine Mountain Lake Association
One-Year Expenditure Report by Location
For the Fiscal Year Beginning January 1, 2023

Location	Component	Category	Year 1
Admin Bldg-New	Accounting System Software	Computers/Software	45,553
Admin Bldg-New	Carpet	Flooring	16,197
Admin Bldg-New	Chairs - Conference & Board Rm	Furniture_Fixtures	7,041
Admin Bldg-New	Flooring-Reception Entryway	Flooring	2,346
Admin Bldg-New	Siding-R/R	Exterior Surfaces	29,863
Admin Bldg-New	Vinyl Flooring - Kitchen & Mail Room	Flooring	6,853
Admin Bldg-New Total			107,853
CC Bar	Bar Stools - Repair/Replacement Allowance	Furniture_Fixtures	5,070
CC Bar Total			5,070
CC Dining Room	Computer for Grill Manager	Computers/Software	1,030
CC Dining Room	Dining Room Chairs	Furniture_Fixtures	1,774
CC Dining Room Total			2,804
CC Kitchen	High Capacity Blender	Equipment	2,230
CC Kitchen	Slicer- Food	Appliances	1,609
CC Kitchen Total			3,839
Country Club Building	Back Door	Doors	9,839
Country Club Building	Electrical R/R	Electrical	3,033
Country Club Building	Guardrail Adjacent to Roadway	Fencing/Railing/Gates	13,531
Country Club Building	Plumbing R/R	Plumbing	2,537
Country Club Building	Rear Dock and Trash Enclosures	Structural	253,074
Country Club Building	Stairs, Entry Wall @ Grill Entrance	Structural	177,152
Country Club Building Total			459,165
Dunn Court Beach	Parking Lot Resurfacing - Dunn Court	Asphalt	20,066
Dunn Court Beach	Vinyl Flooring/Base-Vending Floor	Flooring	1,002
Dunn Court Beach Total			21,068
Equestrian	2012 Chevrolet Colorado 4x4	Vehicles	45,089
Equestrian	Arena Drag	Misc. Component	5,527
Equestrian	Exterior Pole Light Standards	Lighting Exterior	8,098
Equestrian	Fencing - Stables Phase 3	Fencing/Railing/Gates	50,672
Equestrian	Fly Control System Barn #1	Misc. Component	2,834
Equestrian	Fly Control System Barn #2	Misc. Component	2,834
Equestrian	Sand for Arena	Sand Replacement	7,139
Equestrian	Sand for Paddocks	Sand Replacement	1,023
Equestrian	Sprinkler Allowance	Irrigation	5,067
Equestrian	Stables Parking Area	Gravel Replacement	1,021
Equestrian	Well- Lower- Paddock area - #2	Wells	13,290
Equestrian	Well Pump/Motor no.3	Pumps/Motors	2,025
Equestrian	Well R/R	Wells	20,598
Equestrian	Wood Porch R/R	Structural	2,534
Equestrian	Wood R/R	Structural	3,037
Equestrian Total			170,789
Facilities Maintenance	2006 F-150 2X - Vehicle #16	Vehicles	50,065
Facilities Maintenance	2008 4x4 Ford F150 Vehicle no.42	Vehicles	50,738
Facilities Maintenance	2008 Ford F150 2x Vehicle no.43	Vehicles	50,993
Facilities Maintenance	2008 Ford F150 Pickup Vehicle no.41	Vehicles	51,113
Facilities Maintenance	2013 Fire Safety Inspection Vehicle (Chevy Equinox)	Vehicles	35,442
Facilities Maintenance	Computer for Maint & Fire Safety Staff	Computers/Software	4,871
Facilities Maintenance	Computer for Maint Mgr	Computers/Software	1,236
Facilities Maintenance	Disaster Mitigation	Structural	507,049
Facilities Maintenance	Entry Gates	Equipment	12,794
Facilities Maintenance	Gates- Entry Maintenance Allowance	Gates	25,587
Facilities Maintenance	Roads Refurbishment- Bi-Annual	Asphalt	1,425,841

Pine Mountain Lake Association
One-Year Expenditure Report by Location
For the Fiscal Year Beginning January 1, 2023

Location	Component	Category	Year 1
Facilities Maintenance	Roads Refurbishment Pgm -Shoulders and Ditches	Asphalt	41,304
Facilities Maintenance Total			2,257,033
Fisherman ft.s Cove	Barbeques-Singles	Misc. Component	911
Fisherman ft.s Cove	Picnic Table-Cement	Furniture Fixtures Exterior	5,037
Fisherman ft.s Cove	Picnic Tables-Playground	Furniture Fixtures Exterior	1,498
Fisherman ft.s Cove Total			7,446
Golf Course	Cart Path Repair Allowance	Asphalt	40,492
Golf Course	Chemical Storage Shed	Golf Course Component	6,074
Golf Course	Computer for Golf Maint Mgr	Computers/Software	1,236
Golf Course	Irrigation Allowance	Golf Course Component	12,282
Golf Course	Mower- Greens	Golf Course Component	50,868
Golf Course	Mower- Greens no.16	Golf Course Component	50,817
Golf Course	Pump Station Manifold	Golf Course Component	27,130
Golf Course Total			188,898
Golf Pro Shop	Camera System for First Tee	Golf Course Component	3,206
Golf Pro Shop	Golf Carts	Golf Course Component	584,577
Golf Pro Shop	Rental Clubs	Golf Course Component	3,142
Golf Pro Shop Total			590,925
Golf Snack Shack	A/C Unit Mitsubishi	HVAC	4,589
Golf Snack Shack	Epoxy Flooring -1	Flooring	12,111
Golf Snack Shack Total			16,700
Lake and Dam	Silt Containment	Lake Components	51,175
Lake and Dam	Spillway-Repair Concrete	Dam Components	5,105
Lake and Dam Total			56,280
Lake Lodge	Carpet and Vinyl	Flooring	17,123
Lake Lodge	Fire System- Kitchen- Recharge Allowance	Fire Equipment	4,865
Lake Lodge	Lake Lodge Speaker System	Electronics	15,277
Lake Lodge	Repair/Refurbish BBQ Area	Furniture Fixtures Exterior	3,037
Lake Lodge Total			40,301
Marina	2 Seater Kayaks	Boats/Equipment	9,462
Marina	40 HP Motor for Patrol Boad	Boats/Equipment	7,070
Marina	Boat House Pump 7 HP	Pumps/Motors	4,094
Marina	Buoy Cable/Buoys/Cable	Lake Components	5,117
Marina	Computer for Marina Café Mgr	Computers/Software	1,030
Marina	Computer for Marina Mgr	Computers/Software	1,030
Marina	Dock Floats	Docks/Bridges	45,664
Marina	Dock- Gas R/R	Docks/Bridges	20,295
Marina Total			93,763
Marina Grill	Frozen Drink Machine	Equipment	6,065
Marina Grill	Fryer	Appliances	5,061
Marina Grill	Fryer- Propane	Appliances	5,061
Marina Grill	Refrig. Deli Cart	Furniture_Fixtures	6,074
Marina Grill	Refrig/Freezer - Counter	Furniture_Fixtures	8,453
Marina Grill Total			30,715
Site/Postal Units	Mail Box Units-Clements no.4	Mail Boxes	13,054
Site/Postal Units	Mail Box Units-Ferretti no.7	Mail Boxes	13,054
Site/Postal Units	Mail Box Units-Lake Lodge no.2	Mail Boxes	13,054
Site/Postal Units	Mail Box Units-Main Gate no.1	Mail Boxes	13,054
Site/Postal Units	Mail Box Units-Plsnt View-Golden Rock no.6	Mail Boxes	13,054
Site/Postal Units	Mail Box Units-Plsnt View-Tannahill no.5	Mail Boxes	13,054
Site/Postal Units	Mail Box Units-Rock Canyon no.3	Mail Boxes	13,054
Site/Postal Units Total			91,378
Swim Center	Annual Deck Maintenance	Pool/Spa	10,134
Swim Center	Computer - Pool Mgr	Computers/Software	1,102

Pine Mountain Lake Association
One-Year Expenditure Report by Location
For the Fiscal Year Beginning January 1, 2023

Location	Component	Category	Year 1
Swim Center	Filters-Sand	Pool/Spa	4,049
Swim Center	Handicap Restroom Refurbish	Refurbishment	10,123
Swim Center	Music and Chime Equipment-Pool House	Pool/Spa	4,521
Swim Center	Pool Furniture	Furniture_Fixtures	3,851
Swim Center	Pool Shell Repair and Plaster	Pool/Spa	25,446
Swim Center	Tables & Chairs	Pool/Spa	4,538
Swim Center Total			63,764
Tennis Courts	Chain Link Division Fence 6 ft. High RC1and2	Fencing/Railing/Gates	6,103
Tennis Courts	Chain Link Division Fence 6 ft. High RC3and4	Fencing/Railing/Gates	5,897
Tennis Courts	Chain Link Fence 10 ft. High M5and6	Fencing/Railing/Gates	13,615
Tennis Courts	Chain Link Fence 10 ft. High RC1and2	Fencing/Railing/Gates	13,735
Tennis Courts	Retaining Wall/Facade-Repl M5and6- Engineering	Structural	15,328
Tennis Courts	Retaining Wall-Repl RC3and4 - Engineering	Structural	14,861
Tennis Courts	Shade/Canopy System	Structural	8,894
Tennis Courts Total			78,434
Various Locations	Windows R/R	Windows	12,282
Various Locations Total			12,282
Grand Total			4,298,506

Pine Mountain Lake Association
Thirty-Year Cash Flow/Capital Budget Summary
January 1, 2023
Financial Exhibit

Pine Mountain Lake Association Thirty-Year Cash Flow/Capital Budget Summary January 1, 2023 Financial Exhibit														
Year	Annual Percent Change to Capital / Reserve Assessment	Capital / Reserve Account Beginning Balance	Expired Useful Life of Components Expressed in Dollars aka "Fully Funded"	Percent Ratio of Fully Funded Value to Capital / Reserve Balance	Annual Dollar Change to Capital / Reserve Assessments	Annual Member Capital / Reserve Assessment	Annual Avg. Capital / Reserve Assessment / Owner	Change in Avg. Annual Capital / Reserve Assessment / Owner	Monthly Avg. Capital / Reserve Assessment / Owner	Change in Avg. Monthly Capital / Reserve Assessment / Owner	Estimated Interest, Net of Tax	Annual Expenditures	Capital Contingency	Ending Balance
1/1/2023	4.43%	4,360,000	9,923,991	43.93%	100,000	2,355,000	707.21	30.03	58.93	2.50	50,824	(4,298,506)	-	2,467,318
1/1/2024	4.67%	2,467,318	8,596,749	28.70%	110,000	2,465,000	740.24	33.03	61.69	2.75	47,045	(1,126,928)	-	3,852,435
1/1/2025	4.46%	3,852,435	9,810,196	39.27%	110,000	2,575,000	773.27	33.03	64.44	2.75	57,672	(2,590,297)	-	3,894,810
1/1/2026	4.66%	3,894,810	9,645,648	40.38%	120,000	2,695,000	809.31	36.04	67.44	3.00	71,847	(904,968)	-	5,756,690
1/1/2027	4.45%	5,756,690	11,205,560	51.37%	120,000	2,815,000	845.35	36.04	70.45	3.00	87,060	(2,720,334)	-	5,938,417
1/1/2028	4.26%	5,938,417	11,025,902	53.86%	120,000	2,935,000	881.38	36.04	73.45	3.00	96,420	(1,955,822)	-	7,014,014
1/1/2029	3.75%	7,014,014	11,688,401	60.01%	110,000	3,045,000	914.41	33.03	76.20	2.75	107,156	(2,785,602)	-	7,380,568
1/1/2030	0.00%	7,380,568	11,604,339	63.60%		3,045,000	914.41	-	76.20	-	121,099	(1,659,668)	-	8,886,998
1/1/2031	0.00%	8,886,998	12,715,865	69.89%		3,045,000	914.41	-	76.20	-	136,714	(2,590,482)	-	9,478,231
1/1/2032	0.00%	9,478,231	12,956,169	73.16%		3,045,000	914.41	-	76.20	-	154,300	(1,428,095)	-	11,249,436
1/1/2033	0.00%	11,249,436	14,362,831	78.32%		3,045,000	914.41	-	76.20	-	164,571	(3,601,111)	-	10,857,895
1/1/2034	0.00%	10,857,895	13,746,132	78.99%		3,045,000	914.41	-	76.20	-	175,229	(1,396,935)	-	12,681,189
1/1/2035	0.00%	12,681,189	15,395,592	82.37%		3,045,000	914.41	-	76.20	-	184,732	(3,776,410)	-	12,134,512
1/1/2036	0.00%	12,134,512	14,787,418	82.06%		3,045,000	914.41	-	76.20	-	193,111	(1,565,898)	-	13,806,724
1/1/2037	0.00%	13,806,724	16,436,438	84.00%		3,045,000	914.41	-	76.20	-	201,457	(3,797,456)	-	13,255,726
1/1/2038	0.00%	13,255,726	15,984,908	82.93%		3,045,000	914.41	-	76.20	-	202,120	(2,607,089)	-	13,895,757
1/1/2039	0.00%	13,895,757	16,801,594	82.70%		3,045,000	914.41	-	76.20	-	202,314	(3,861,299)	-	13,281,772
1/1/2040	0.00%	13,281,772	16,488,384	80.55%		3,045,000	914.41	-	76.20	-	203,383	(2,490,840)	-	14,039,314
1/1/2041	0.00%	14,039,314	17,647,620	79.55%		3,045,000	914.41	-	76.20	-	205,724	(3,693,719)	-	13,596,320
1/1/2042	0.00%	13,596,320	17,709,328	76.77%		3,045,000	914.41	-	76.20	-	215,749	(1,471,131)	-	15,385,937
1/1/2043	3.28%	15,385,937	20,043,026	76.76%	100,000	3,145,000	944.44	30.03	78.70	2.50	214,995	(5,250,845)	-	13,495,088
1/1/2044	3.18%	13,495,088	18,766,092	71.91%	100,000	3,245,000	974.47	30.03	81.21	2.50	213,656	(1,747,763)	-	15,205,980
1/1/2045	3.08%	15,205,980	21,061,485	72.20%	100,000	3,345,000	1,004.50	30.03	83.71	2.50	216,397	(4,904,047)	-	13,863,330
1/1/2046	4.48%	13,863,330	20,359,488	68.09%	150,000	3,495,000	1,049.55	45.05	87.46	3.75	217,665	(2,199,641)	-	15,376,354
1/1/2047	5.72%	15,376,354	22,445,857	68.50%	200,000	3,695,000	1,109.61	60.06	92.47	5.01	220,760	(5,013,048)	-	14,279,066
1/1/2048	5.41%	14,279,066	21,872,000	65.28%	200,000	3,895,000	1,169.67	60.06	97.47	5.01	215,403	(3,732,712)	-	14,656,757
1/1/2049	5.13%	14,656,757	22,711,183	64.54%	200,000	4,095,000	1,229.73	60.06	102.48	5.01	206,526	(5,871,745)	-	13,086,538
1/1/2050	4.88%	13,086,538	21,602,919	60.58%	200,000	4,295,000	1,289.79	60.06	107.48	5.01	204,815	(3,159,348)	-	14,427,005
1/1/2051	4.66%	14,427,005	23,320,450	61.86%	200,000	4,495,000	1,349.85	60.06	112.49	5.01	213,609	(4,867,805)	-	14,267,809
1/1/2052	0.00%	14,267,809	23,489,396	60.74%		4,495,000	1,349.85	-	112.49	-	222,121	(3,414,519)	-	15,570,411

**Pine Mountain Lake Association
AICPA Report by Category
January 1, 2023**

Percent Funded: 43.93%

Category	Minimum Remaining Service Life	Maximum Remaining Service Life	Est. Current Replacement Cost	Average Percent of Expired Service Life by Category	Est. Future Replacement Cost	Fiscal Year Beginning Balance Allocation by Category	Annual Assessment Allocation by Category	Monthly Assessment Allocation by Category	Expired Useful Life of Component in Dollars aka "Fully Funded"
ADA	17.28	22.83	96,000	47.59%	184,364	20,073	16,933	1,411	45,690
Appliances	0.20	11.41	329,202	50.94%	402,264	73,673	36,947	3,079	167,691
Asphalt	0.41	15.41	2,005,967	63.29%	2,190,913	557,761	201,231	16,769	1,269,544
Boats/Equipment	0.37	10.37	357,675	72.96%	414,256	114,642	38,049	3,171	260,942
Cabinets/Countertops/Millwork	3.44	46.37	1,023,457	28.78%	3,973,943	129,397	364,999	30,417	294,525
Communication	6.37	7.41	3,981	90.08%	4,915	1,576	451	38	3,586
Computers/Software	0.41	8.00	246,795	77.34%	270,785	83,859	24,871	2,073	190,875
Concrete R/R	9.83	19.54	56,524	76.21%	82,058	18,926	7,537	628	43,077
Dam Components	0.70	14.42	489,451	98.34%	552,941	211,470	50,787	4,232	481,336
Decking	1.42	19.41	86,766	55.50%	119,753	21,156	10,999	917	48,155
Dishes/Flatware/Cookware	1.37	1.37	12,500	75.66%	13,016	4,155	1,196	100	9,458
Docks/Bridges	0.50	23.89	261,517	43.96%	422,802	50,511	38,833	3,236	114,970
Doors	0.83	28.79	95,863	54.72%	143,431	23,048	13,174	1,098	52,461
Drainage Golf Course	39.92	41.50	28,000	60.62%	93,973	7,457	8,631	719	16,974
Electrical	0.37	8.50	54,732	78.72%	64,929	18,929	5,964	497	43,086
Electronics	0.62	15.92	50,564	71.67%	59,806	15,922	5,493	458	36,241
Equipment	0.37	27.45	1,356,551	44.32%	1,862,359	264,167	171,054	14,254	601,281
Exterior Surfaces	0.42	27.41	530,152	55.92%	831,052	130,249	76,330	6,361	296,466
Fencing/Railing/Gates	(0.59)	29.41	278,732	80.85%	346,620	99,013	31,836	2,653	225,368
Fire Equipment	0.45	21.37	26,361	56.47%	38,179	6,540	3,507	292	14,886
Flooring	0.09	21.37	164,724	56.05%	245,094	40,560	22,511	1,876	92,320
Furniture Fixtures Exterior	0.25	24.00	358,700	26.40%	627,234	41,604	57,610	4,801	94,696
Furniture_Fixtures	0.20	20.92	231,025	51.37%	305,533	52,136	28,063	2,339	118,670
Gates	0.79	0.79	25,000	21.86%	25,587	2,401	2,350	196	5,464
Golf Course Component	0.41	23.75	1,754,987	69.33%	2,055,801	534,581	188,821	15,735	1,216,785
Gravel Replacement	0.70	0.70	1,000	30.19%	1,021	133	94	8	302
Heavy Equipment	2.25	10.92	357,457	76.64%	439,770	120,362	40,392	3,366	273,960
HVAC	0.66	17.45	191,938	67.87%	243,540	57,230	22,369	1,864	130,264
Interior Surfaces	12.37	12.37	50,000	55.01%	72,065	12,084	6,619	552	27,504
Irrigation	0.45	16.41	65,726	75.31%	77,797	21,745	7,145	595	49,496
Kitchen Equipment	1.53	11.37	26,258	46.40%	31,182	5,352	2,864	239	12,183
Lake Components	0.79	25.36	234,913	52.82%	384,709	54,509	35,335	2,945	124,071
Lighting Exterior	0.41	27.45	100,375	35.19%	151,210	15,518	13,888	1,157	35,321
Mail Boxes	0.42	0.42	90,268	99.87%	91,378	39,607	8,393	699	90,151
Misc. Component	0.41	21.45	75,165	61.45%	118,421	20,291	10,877	906	46,186
Office Equipment	5.42	5.42	10,000	74.99%	11,736	3,295	1,078	90	7,499
Plumbing	0.50	203.41	53,507	303.73%	1,491,413	71,399	136,983	11,415	162,514
Pool/Spa	0.28	7.51	76,560	72.38%	82,504	24,346	7,578	631	55,416
Pumps/Motors	0.42	19.41	164,083	58.50%	223,293	42,169	20,509	1,709	95,984
Refurbishment	0.41	21.41	256,612	71.73%	336,216	80,866	30,881	2,573	184,062
Roofing Component	1.41	36.00	375,123	48.02%	734,634	79,136	67,475	5,623	180,126
Sand Replacement	0.67	2.00	38,643	62.86%	40,670	10,671	3,735	311	24,290
Security Systems	8.45	12.16	9,800	61.09%	13,209	2,630	1,213	101	5,986
Septic System	2.41	7.45	23,783	97.57%	26,023	10,194	2,390	199	23,204
Signage	1.69	25.42	200,189	47.13%	291,760	41,448	26,798	2,233	94,341
Stall Walls	9.42	9.47	30,000	69.78%	39,659	9,197	3,643	304	20,933
Structural	0.41	32.37	1,908,456	78.80%	3,058,636	660,680	280,930	23,411	1,503,803
Tools	1.33	23.00	8,017	55.03%	12,005	1,938	1,103	92	4,411
Vehicles	0.05	14.66	1,830,516	53.51%	2,260,377	430,309	207,611	17,301	979,446
Wells	0.75	1.00	33,000	88.65%	33,888	12,853	3,113	259	29,255
Window_Treatment	6.42	12.45	14,510	69.93%	19,052	4,458	1,750	146	10,147
Windows	0.79	8.29	20,618	41.64%	22,418	3,772	2,059	172	8,586
			16,171,742		25,640,191	4,360,000	2,355,000	196,250	9,923,991

Pine Mountain Lake 2023 New Capital Spending Plan

Golf Maintenance:

Stump Grinder	3,000
Patriot Arm Lift	23,500
Block Wall at Pond on Hole 9	15,000

Safety:

Guest Renter Access System (Carryover from 2022)	28,500
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Stables:

Five Tier Bleacher	5,000
Outside Lighting	3,500

Maintenance:

Water Wagon	15,100
Parts Washer	9,500

Carryover from 2022:	(102,000)
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Total

1,100

**NOTICE OF RIGHTS AND OBLIGATIONS RELATING TO GOVERNING DOCUMENT
ENFORCEMENT THROUGH INTERNAL DISPUTE RESOLUTION (IDR) AND
ALTERNATIVE DISPUTE RESOLUTION (ADR)**

Civil Code Section 5965(a)

The following is a summary of California Civil Code Section 5975 relating to the procedures which must be followed when enforcing Declarations of Covenants, Conditions and Restrictions (CC&R's) and other Governing Documents:

Civil Code Section 5975 encourages individuals who are parties to disputes involving CC&R's to attempt to resolve their differences through arbitration, mediation or some other form of alternative dispute resolution (known as "ADR") prior to filing a lawsuit. The details of the ADR process must be agreed upon by the parties and the proceedings can be binding or non-binding, as the parties may agree. The Civil Code Section 5975 ADR requirements only apply in actions for declaratory relief or injunctive relief which involve claims for money damages not in excess of the jurisdictional limits of small claims court (as of January 1, 2012, ten thousand dollars (\$10,000) for individuals or five thousand dollars (\$5,000) for homeowner associations). Accordingly, the ADR rules do not apply to assessment collection efforts, enforcement actions that include damage claims in excess of \$5,000, and other limited situations in which a statute of limitations will run within 120 days following commencement of the action, or actions seeking preliminary or injunctive relief.

Before most Governing Document enforcement actions may be taken to court, Civil Code Section 5975 requires the party seeking enforcement to first serve on any other party to the dispute a Request for Resolution (the "Request"). The Request must contain at least the following information: (1) a brief description of the nature of the dispute; (2) a request for ADR; and (3) a notice that the party receiving the Request is required to respond within 30 days of receipt of the Request or the Request will be deemed to be rejected. Any request sent to the owner of a separate interest must also include a copy of Civil Code Section 5975.

If the Request is rejected, the other party may then file a lawsuit to enforce the Governing Documents. If the Request is accepted, the ADR process must be completed within ninety days following receipt of the acceptance (unless a longer period is mutually agreed upon by the parties).

FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PRE-FILING REQUIREMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.

The court may consider a party's refusal to participate in ADR when awarding attorney's fees in a subsequent Governing Document enforcement action.

The Association has adopted its own internal Governing Document enforcement procedures in order to provide an expeditious and inexpensive forum for a fair hearing and resolution of disputes concerning the Governing Documents without having to take most matters to court. Please consult those procedures and the complete text of Civil Code Section 5975 if you wish to initiate a Governing Document enforcement action.

The following is a summary of California Civil Code Section 5915 relating to Internal Dispute Resolution (IDR) Procedures:

Internal Dispute Resolution or IDR procedures set forth in the Civil Code are as follows: (1) either party may request, in writing, that the other party “meet and confer” in an effort to resolve the dispute; (2) the member may refuse the request but the Association may not; (3) the Board shall designate a Board member to participate in the “meet and confer” process; (4) the Board designee and the member shall meet promptly at a mutually-convenient time and place, explain their positions, and confer in a good faith effort to resolve the disputes; (5) any resolution of the dispute shall be memorialized in writing and signed by both participants; (6) any written resolution of the dispute will bind the parties and is judicially enforceable if it is consistent with the authority granted by the Board to its designee (or is later ratified by the Board), and it does not conflict with the Association’s governing documents or applicable law; and (7) all costs of this process (if any) are to be paid by the Association.

NOTICE OF ASSESSMENTS, FORECLOSURES AND PAYMENT PLANS

Civil Code Section 5730

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 5720(b)(c) 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. (5700 through 5720 of the Civil Code, inclusive).

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collections, 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. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, 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 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 timeshare 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 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).

**PINE MOUNTAIN LAKE ASSOCIATION
STATEMENT DESCRIBING COLLECTION POLICY AND PRACTICES
IN ENFORCING LIEN RIGHTS AND OTHER LEGAL
REMEDIES FOR DEFAULT IN THE PAYMENT OF ASSESSMENTS
CIVIL CODE SECTION 5310(a)(7)**

A. ASSESSMENTS

Timely payment of regular and special assessments is of critical importance to Pine Mountain Lake Association. Payment can be made anytime at www.pinemountainlake.com. The failure of any owner to pay monthly assessments when due creates a cash flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts.

1. Regular monthly assessments are due, in advance, on the first (1st) day of the month and delinquent if not received, in full, by the Association within fifteen (15) days after the due date thereof. Special Assessments and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (15) days after it is due.

A late charge of ten dollars (\$10.00) or ten (10) percent, whichever is greater, shall be due on any such delinquent assessment. The Association may also recover interest on all such amounts due once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.

2. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid ninety-one (91) days after the original due date, a "Notice of Intent to Lien" will be prepared and sent to the owner(s) by certified mail. The Notice will, among other things, state the current charges owed by the owner(s), and any additional information required by California Civil Code Section 5660 or comparable superseding statute. All resulting collection fees and reasonable costs and charges will be added to the total delinquent amount.
3. The Association may, at its discretion, send any account that is ninety-one (91) days past the due date to a professional collection agency.
4. If all such amounts have not been received one hundred and thirty-one (131) days after the original due date thereof, or forty (40) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of

Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the lien.

5. If all such amounts have not been received, in full, within thirty (30) days after the recordation of such Lien, or within the time frame outlined in Civil Code Section 5700, whichever occurs later, the Association may, without further advance notice to the owner(s), proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, small claims court or suit for money damages, all at the expense of the property owner(s).
6. The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.
7. In addition to pursuing any other collection alternatives, membership in the Association must be maintained in good standing in order for the member to retain privileges of membership, including the right to vote and to use and enjoy Association recreational common facilities. The Board of Directors reserves the right to suspend membership privileges to those members who are delinquent in their assessments.
8. The Board may, for good cause based upon the Board's sole discretion, agree to a payment plan, which permits payment of the delinquent assessment(s), late charges, interest and collection costs.
9. Unless the Board agrees to a payment plan as specified in Section 8 above, all amounts due pursuant to this policy, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.
10. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time as all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
11. All above-referenced notices will be mailed to the owner(s) at the last mailing address provided in writing to the Association by such owner(s).

12. The mailing address for overnight payment of assessments: Pine Mountain Lake Association, 19228 Pine Mountain Drive, Groveland, CA 95321.

B. SERVICE BILLING

1. Boarding, advertising, golf and other service billings are due on the first day of each calendar month and are delinquent if not paid by the 30th day of the month. If payment is not received by the thirtieth (30th) day of the month, a late charge of ten dollars (\$10.00) or ten (10) percent, whichever is greater, will be posted to the account. Delinquent billings, late charges and all reasonable costs of collection posted with respect to a delinquent owner's account, if not received in the Association office on or before the thirtieth (30th) day following the due date, shall bear interest at the rate of twelve (12) percent per annum.
2. The Association may, at its discretion, send any account that is ninety (90) days past the due date to a professional collection agency.
3. The Association may recover all reasonable costs incurred in collecting any delinquencies, including reasonable attorney's fees.

C. FINES, FEES and OTHER CHARGES

1. Fines, fees and other charges posted to an account will be due as stated in the notification.
2. The Association may, at its discretion, send any account that is ninety (90) days past the due date to a professional collection agency.
3. The Association may recover all reasonable costs incurred in collecting any delinquencies, including reasonable attorney's fees.

D. RETURNED CHECKS

1. The Association shall charge a "returned check charge" of thirty-five dollars (\$35.00) for all checks returned as "non-negotiable", "insufficient funds" or any other reason.

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

**Pine Mountain Lake Homeowners Association
California Assessment and Reserve Funding Disclosure Summary
Civil Code Section 5570**

For Fiscal Year Beginning January 1, 2023

1. The current assessment per unit is \$242.00 per month.
Note: If assessments vary by the size or type of unit, the assessment applicable to this unit may be found on page N/A of the attached report.
2. Additional 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 Due	Assessment is	Amount per unit per month	Purpose of the assessment
N/A			

Note: If assessments vary by the size or type of unit, the assessment applicable to each unit may be found on page N/A of the attached report.

The Association's Board of Directors has relied on information, opinions, reports and statements presented to it by vendors, contractors, reserve study specialists, CPAs and/or other professionals and is relying upon this information, financial data and reports pursuant to Corporations Code 7231 in providing the association membership the information contained in this Assessment Reserve Funding Disclosure Summary. The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information supplied to the Association's Board of Directors from said professionals. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a thirty (30) year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next thirty (30) years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain pursuant to the Association's CC&R's.

3. Based on 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

Association Assessment and Reserve Funding Disclosure Summary

(Continued)

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?

Approximate date assessment will be due:	Amount per unit per month:
N/A	
	Total:

5. All major components are included in the reserve study, and are included in its calculations.
6. Based on the method of calculation in Civil Code Section 5570(b)(4), the estimated amount required in the reserve fund at the end of the current fiscal year is *\$8,596,749 based in whole or in part on the last reserve study or update prepared as of October, 2022. The projected reserve fund cash balance at the end of the current fiscal year is \$2,467,318, resulting in reserves being 28.7 percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$8,596,749.
7. Based on the method of calculation in Civil Code Section 5570(b)(4), the estimated amount required in the reserve fund at the end of each of the next five budget years is SEE COLUMN B BELOW, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is SEE COLUMN C BELOW, leaving the reserve percent funding at SEE COLUMN D BELOW. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be SEE COLUMN E BELOW, leaving the reserve percent funding at SEE COLUMN F BELOW.

(A)	(B)	(C)	(D)	(E)	(F)
2023	\$ 8,596,749	\$2,467,318	29%	\$2,467,318	29%
2024	\$ 9,810,196	\$3,741,610	38%	\$3,852,435	39%
2025	\$ 9,645,648	\$3,560,673	37%	\$3,894,810	40%
2026	\$ 11,205,560	\$5,074,990	45%	\$5,756,690	51%
2027	\$ 11,025,902	\$4,783,042	43%	\$5,938,417	54%

**This number is calculated based on a straight line method including inflation, wherein, each component must stand alone, not utilizing the cash flow method of funding or also know as pooling method. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 1.5 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.0 percent per year.*

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.

Major Component Repair Statement
Civil Code Section 5300(b)(4)

The Board has determined to undertake all repairs and replacements of the major components of the Reserve Study with a remaining life of thirty (30) years or less. The Board has made the determination not to defer any of these scheduled expenditures.

Anticipated Special Assessment Statement
Civil Code Section 5300(b)(5)

The Board has determined or does not anticipate the need to levy a special assessment in order to repair, replace or restore any major component or to provide adequate reserves to consistent with the Reserve Funding Plan.

Outstanding Loan Statement
Civil Code Section 5300(b)(8)

The Association has no outstanding loans at this time.

Overnight Payment Mailing Address
Civil Code Section 5310(1)(11), 5655

The Association's mailing address for overnight payment of assessments is:

19228 Pine Mountain Drive
Groveland, CA 95321

NOTICE OF RIGHT TO MINUTES OF BOARD MEETINGS

Civil Code 4950(b)

Any owner may request and obtain copies of the Minutes of the Association meetings that are not the subject of Executive Sessions. There will be charges for copying the Minutes that must be paid by the Owner.

To obtain copies of the minutes, submit your request in this format:

"I, the undersigned, hereby request copies of the Minutes from the following meetings (give dates):_____ ...

I am a member of the association; my property unit and lot within the association is: _____.

My mailing address is: _____

I understand there is a charge for providing the minutes and agree to pay the charge.

Owners should submit their request by email to j.owens@pinemountainlake.com or by mail at 19228 Pine Mountain Drive, Groveland, CA 95321, in this format.

Notice to Owners
Obligation to Provide Information

California Civil Code Section 4041 requires all owners in a Homeowners Association (HOA) to provide written notice of the following information to the Association on an annual basis. While you can provide an email address you are not required to do so. Please complete and return the following form to the PMLA Administration office at: 19228 Pine Mountain Drive, Groveland, CA 95321. Changes to your preferred method of delivery can be mailed to the address above or sent via email to admin@pinemountainlake.com.

1. Unit _____ Lot _____

2. Name _____

3. The mailing or email address to which notices from the association are to be delivered:

4. The secondary address to which notices from the association are to be delivered:

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

6. Whether the property is:

_____ Owner occupied

_____ Rented

_____ Vacant

_____ Undeveloped land




Pine Mountain Lake Association

CHARGES FOR DOCUMENTS PROVIDED IN PRINTED FORM AS REQUIRED BY CIVIL CODE SECTION 4525*

Property Address _____

Owner of Property _____

Owner  Mailing Address _____
(If known or different from property address.)

Provider of Section 4525 Items:

Print Name	Position or Title	<u>Pine Mountain Lake Association</u> Association or Agent
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Date Form Completed

Check or Complete Applicable Column or Columns Below

Document	Civil Code Section	Included	Fee For Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Articles of Incorporation or statement that not incorporated	Section 4525(a)(1)	X	\$6	
CC&Rs	Section 4525 (a)(1)	X	\$17	
Bylaws	Section 4525(a)(1)	X	\$16	
Operating Rules	Section 4525(a)(1)	X	\$11	

Document	Civil Code Section	Included	Fee For Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Age restrictions, if any	Section 4525(a)(2)			N/App
Rental Restrictions, if any	Section 4525(a)(9)			N/App
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	X	\$18	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	X	\$11	
Financial statement review	Sections 5305 and 4525(a)(3)			N/A
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	X	\$6	
Insurance summary	Sections 5300 and 4525(a)(3)	X	\$6	
Regular assessment	Section 4525(a)(4)	X	\$6	
Special assessment	Section 4525(a)(4)			N/App
Emergency assessment	Section 4525(a)(4)			N/App
Other unpaid obligations of seller	Sections 5675 and 4525(a)(4)			N/App
Approved changes to assessments	Sections 5300 and 4525(a)(4),(8)			N/App
Settlement notice regarding common area defects	Sections 4525(a)(6),(7) and 6100			N/App

Document	Civil Code Section	Included	Fee For Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Preliminary list of defects	Sections 4525(a)(6), 6000 and 6100			N/App
Notice(s) of violation	Sections 5855 and 4525(a)(5)			N/App
Required statement of fees	Section 4525	X		
Minutes of regular board meetings conducted over the previous 12 months, if requested	Section 4525(a)(10)			N/App

Total fees for these documents: \$ 97.00

*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 may be charged separately.




Pine Mountain Lake Association

CHARGES FOR DOCUMENTS PROVIDED IN ELECTRONIC FORMAT AS REQUIRED
BY CIVIL CODE SECTION 4525*

Property Address _____

Owner of Property _____

Owner  Mailing Address _____
(If known or different from property address.)

Provider of Section 4525 Items:

Print Name	Position or Title	<u>Pine Mountain Lake Association</u> Association or Agent
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Date Form Completed

Check or Complete Applicable Column or Columns Below

Document	Civil Code Section	Included	Fee For Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Articles of Incorporation or statement that not incorporated	Section 4525(a)(1)	X	\$4	
CC&Rs	Section 4525 (a)(1)	X	\$7	
Bylaws	Section 4525(a)(1)	X	\$7	
Operating Rules	Section 4525(a)(1)	X	\$6	
Age restrictions, if any	Section 4525(a)(2)			N/App

Document	Civil Code Section	Included	Fee For Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Rental Restrictions, if any	Section 4525(a)(9)			N/App
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	X	\$8	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	X	\$5	
Financial statement review	Sections 5305 and 4525(a)(3)			N/A
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	X	\$5	
Insurance summary	Sections 5300 and 4525(a)(3)	X	\$4	
Regular assessment	Section 4525(a)(4)	X	\$4	
Special assessment	Section 4525(a)(4)			N/App
Emergency assessment	Section 4525(a)(4)			N/App
Other unpaid obligations of seller	Sections 5675 and 4525(a)(4)			N/App
Approved changes to assessments	Sections 5300 and 4525(a)(4),(8)			N/App
Settlement notice regarding common area defects	Sections 4525(a)(6),(7) and 6100			N/App
Preliminary list of defects	Sections 4525(a)(6), 6000 and 6100			N/App

Document	Civil Code Section	Included	Fee For Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Notice(s) of violation	Sections 5855 and 4525(a)(5)			N/App
Required statement of fees	Section 4525	X		
Minutes of regular board meetings conducted over the previous 12 months, if requested	Section 4525(a)(10)			N/App

Total fees for these documents: \$ 50.00

*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 may be charged separately.

Pine Mountain Lake Association

California Civil Code Section 1365 requires that the Association prepare and distribute to all of its Members a summary of the Association's Property, General Liability, Automobile, Umbrella, Fidelity, and Directors & Officers insurance policies. The Association purchases insurance to cover the Association's liabilities. The Association's policies do not address nor afford coverage for the individual home, home furnishings or injury and/or damages caused by a negligent act committed by the individual homeowner. **The insurance coverage does not extend to the real property improvements to the separate interests.** Our insurance provider, Alliant Insurance Services, has provided the following data to insure we meet the requirements of California Civil Code §1365(f):

I. PROPERTY

Insurance Company: **Property** -Gotham Insurance Co. – Primary, Lexington Ins. Co. – 1st Excess, Kinsale Insurance Company – 2nd Excess
Boiler and Machinery – Travelers Indemnity Company
Property Policy Numbers: PR202200001989, 017194994-00, 0100198529-0
Boiler & Machinery Policy Number: BME-1-6T978259-TIL
Policy Term: July 15, 2022 to July 15, 2023

Coverage / Limits: Blanket Building, Personal Property, Business Income/Extra Expense

Buildings & Personal Property, Business Income	\$5,000,000
Inland Marine -Equipment, Golf Carts, Watercrafts, Piers, Wharves, Docks	Included In \$5M
Boiler and Machinery	\$15,762,643

Deductibles: \$25,000 All Other Perils, Wild Fire - \$250,000

II. GENERAL LIABILITY

Insurance Company: Philadelphia Indemnity Insurance Company
Policy Number: PHPK2442135
Policy Term: July 15, 2022 to July 15, 2023

Coverage: Pays on behalf of the Named Insured all sums which the insured is legally obligated to pay as damages because of bodily injury or property damage to third parties, including defense costs. Punitive damages are not insurable.

Limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products / Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage – Any One Fire	\$ 100,000
Medical Expense –Any One Person	\$ 5,000
Liquor Liability	\$1,000,000

Pine Mountain Lake Association

III. BUSINESS AUTO

Insurance Company: Clear Blue Insurance Company
Policy Number: BW02-STR-2200247-00
Policy Term: July 15, 2022 to July 15, 2023

Coverage: Pays on behalf of the Named Insured all sums which the insured is legally obligated to pay as damages because of bodily injury or property damage to third parties arising out of the ownership, maintenance or use of any auto, including defense costs.

Limits:

Each Accident Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000
Each person Medical payments, Owned Autos Only	\$5,000
Each Accident Uninsured Motorist Bodily Injury Liability	\$100,000
Each Accident Underinsured Motorist	

Deductibles:

Auto Comprehensive	\$1,000
Auto Collision	\$1,000

IV. UMBRELLA LIABILITY

Insurance Company: Philadelphia Indemnity Insurance Company
Policy Number: PHUB825050
Policy Term: July 15, 2022 to July 15, 2023

Coverage: Provides liability limits in excess of underlying General Liability, Liquor Liability, Automobile Liability, Employer's Liability

Limits:

Each Occurrence	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
General Aggregate	\$5,000,000
Retention	\$10,000

V. CRIME/ FIDELITY

Insurance Company: Chubb – Executive Risk Indemnity Inc.
Policy Number: 8210-7960
Policy Term: July 15, 2022 to July 15, 2023

Coverage: Coverage for employee theft of money, securities, or property caused by theft or forgery by any employee.

Limit: Employee Dishonesty \$6,000,000

Deductible: Each Loss \$ 25,000

Pine Mountain Lake Association

VI. DIRECTORS & OFFICERS LIABILITY & EMPLOYMENT PRACTICES LIABILITY

Insurance Company:	Everest National Insurance Company	
Policy Number:	VN00001424221	
Policy Term:	July 15, 2022 to July 15, 2023	
Coverage:	Protects insured directors or officers against claims involving allegations of wrongful acts occurring while performing their respective duties.	
Limits:	Annual Aggregate	\$1,000,000
Retentions:	Each Claim	\$25,000 D & O \$35,000 EPLI

VII. Fiduciary Liability

Insurance Company:	Travelers Property Casualty Company of America	
Policy Number:	106339416	
Policy Term:	July 15, 2022 to July 15, 2023	
Coverage:	Provide coverage for loss that the insured becomes legally liable to pay because of a claim made against the insured for any alleged wrongful act by such insured or by any other person for whom the insured is legally responsible. A wrongful act includes any violation of the responsibilities, obligations or duties imposed on fiduciaries by the Employee Retirement Income Security Act (ERISA) as well as acts, errors, or omissions in the performance of the duties of the plan administrator	
Limits:	Annual Aggregate	\$1,000,000
Deductible:	Each Claim	\$0

VIII. Cyber Liability

Insurance Company:	North America Capacity Insurance Company	
Policy Number:	C-4LQK-064976-CYBER-2022	
Policy Term:	April 26, 2022 to April 26, 2023	
Coverage:	Provides coverage for damages and expenses arising from a security breach, privacy breach, or breach of privacy regulations that has resulted in the fraudulent use of personally identifiable information in the care custody or control of the insured.	
Limits:	Cyber Liability	\$1,000,000
	Retention	\$2,500

Pine Mountain Lake Association

IX Workers' Compensation

Insurance Company: Arch Insurance Company
Policy Number: ZAWCI65077-05
Policy Term: April 04, 2022 to April 04, 2023

Coverage: Provides workers' compensation coverage to employees

Employers Liability Limits:	Each Accident	\$1,000,000
	Each Employee	\$1,000,000
	Policy Limit	\$1,000,000

VIII. EARTHQUAKE INSURANCE

The Association **does not** have earthquake insurance coverage.

IX. FLOOD INSURANCE

The Association **does not** have flood insurance coverage.

November 30, 2022

Dear Property Owner,

Taking the time to write a check for your monthly assessment payment can be time consuming and costly. Now you can avoid this burden and eliminate the potential for late payment charges by enrolling in PMLA's automatic payment program. By completing the form on the following page, attaching a voided check and returning it to the PMLA Administration office you can have your monthly assessment automatically deducted from your checking account or charged to your credit card. This means you never have to remember to write a check and mail it each month.

The peace of mind that comes with knowing your payment will always be made on time is easy to attain. We can also arrange to have any other regular payment you make to the Association (such as golf membership, horse boarding fees, etc.) paid in the same way.

I encourage you to take advantage of this simple, effective and time saving plan and make it one less thing you have to worry about each month.

Please call Stacy Gray (209-962-8618) if you have any questions about the program or how it works.

Sincerely,

PINE MOUNTAIN LAKE ASSOCIATION

Kenneth A. Spencer, CAFM
Association Controller

Automatic Debit/Credit Card Authorization

By completing and signing below, you authorize and request Pine Mountain Lake Association to initiate debit/credit card entries in the amount entered below. ***Please complete only one section below***, choosing either automatic debit or credit card payment option, sign to authorize.

PLEASE NOTE: If you are already signed up for auto debit/credit payment(s), please do not submit a new form. We will continue to process your payments as scheduled, adjusting for the new rate.

Name(s): _____ Day Phone # _____

Member #: _____ Unit/Lot: _____ Email #: _____

Payment Type (Please circle all that apply):

Monthly Assessment

Advertising

Boarding

Golf

Annual Billing

Assessments, Clickers, Cards, Golf, Storage, & Locker Fees

Bank Debit Authorization: (Voided Check Required)

(Select One)

Payment Date: ☐ 5th ☐ 15th

Bank Name: _____ Phone #: _____

Mailing Address of Bank: _____
Address City State Zip

Name(s) on Checking Account (as it appears on bank records):

Routing #: _____ Checking Account #: _____

Monthly Recurring Amount: \$ _____ Start Date: _____

Signature (as it appears on bank records): _____

Credit Card Authorization:

(Select One)

Payment Date: ☐ 15th ☐ 30th

☐ **Email Receipt**

Name on Credit Card: _____

Credit Card #: _____

Card Type: _____ Expiration Date: _____

Monthly Recurring Amount: \$ _____ Start Date: _____

Mailing Address (where the credit card statement is mailed):

Address City State Zip

Signature (as it appears on credit card): _____

Office Use Only:

Received By: _____ Date: _____ Voided Check: Yes/No

This authorization is to remain in effect until Pine Mountain Lake Association has received written notification of the cancellation of the debit/credit card authorization. Written request for cancellation or modification to this agreement must be directed to:

Member Charge Agreement

The undersigned, _____ ("Member"), and Pine Mountain Lake Association ("PMLA"), hereby agree to the following terms and conditions in order to allow Owner to charge purchases (as defined below) to an open account and to allow PMLA to bill Owner for these charges.

Definitions:

1. **Property Owner** – Any individual whose name is listed/included on the ownership deed of any property within PMLA.
2. **Open Account** – The ability of a property owner to charge purchases (as defined) made within PMLA. This account must be supported by this agreement and can be terminated according to the terms outlined below.
3. **Authorized Purchase** – Any purchase of goods or services provided by the following PMLA amenities – The Grill, Pro Shop, Snack Shack, Marina Store, Lakeside Café, Safety & Administration.
4. **Card** – Any valid and authorized credit card issued under license from MasterCard International, Visa International, American Express, or Discover.
5. **Statement** – Document prepared monthly by PMLA showing all activity on a Property Owner's Open Account.
6. **Member Number** – An account identifying number issued by PMLA, which corresponds to a Property Owner's account of records as maintained by PMLA.

Article I: Establishing Open Account

Prior to establishing an Open Account with PMLA, the Member agrees to provide the following information to PMLA:

Credit Card Number

Billing Address for Card

Credit Card Type: _____ Expiration Date: _____ Day Phone #: _____

Email Address: _____

Property Owner certifies that the above referenced credit card has been issued in his/her name at the address shown and is currently open and available for charging purposes. Member agrees to allow PMLA to obtain and use Member's photograph to assist in verifying validity of purchases to be added to Member's account.

Article II: Using Open Account

As a service to Property Owner, PMLA agrees to provide to Member the ability to charge Authorized Purchases to an Open Account. In order to use this Open Account, Member must provide their assigned Member Number to appropriate PMLA employees at the time purchase is made. PMLA will charge Member's purchase to their Open Account. Member's signature is required on the sale document in order to authorize the charge.

Article III: Monthly Statement/Payment

By signing this agreement, Member expressly authorizes PMLA to institute a charge to the above referenced credit card on or about the first day of each month. The amount of this charge will equal the total of all purchases charged to the Member's account in the previous month plus any outstanding balance from prior months. PMLA will charge the Member's Card and provide a statement detailing the account activity supporting the card charge. No interest will be charged on the member's account; however, a fee of \$20 will be imposed if the Member's credit card is rejected when submitted for payment processing.

Article IV: Suspension/Cancellation of Account

An Open Account can be cancelled by Member. Written request for cancellation must be delivered to PMLA Administration office at least seven (7) days prior to desired cancellation date.

An Open Account will remain active as long as Property Owner is a member in good standing as described in the Pine Mountain Lake Third Restated Bylaws Section 1.04(e).

An Open Account will be suspended by PMLA in the event that the Member's Card associated with the account either expires or the attempted monthly charge initiated by PMLA is rejected by the card's issuing organization. It is the Member's responsibility to provide updated information to PMLA in order to keep their account active. The Member's Card number can be changed anytime, in writing. New Card expiration dates must be provided prior to current expiration date in order to avoid Open Account suspension.

An Open Account will be cancelled if Member fails to provide PMLA with valid, accurate and complete information relating to the Member's Card associated with the account or fails to make immediate payment on demand for items charge to the Open Account should the Card be rejected for any reason by the issuing organization. Notice of cancellation will be made by PMLA in writing.

Article V: Collection of Unpaid Accounts

Member assumes all responsibility for and agrees to pay all reasonable costs of collection on unpaid accounts including late charges, interest, and attorney's fees where necessary.

I, _____, promise to pay to PMLA the balance on this account, including all purchases and other amounts I have or will authorize PMLA to charge to this account. I have read and understand the terms and conditions of the Member Charge Agreement and promise to pay any amounts I authorize under this agreement.

Agreed to this ____ day of _____, 20___. Unit____ Lot____ PMLA Member # _____

Member Name Printed

Pine Mountain Lake Association

Signature

By

Date

Date



2023 PML Golf Annual Membership Application

Name _____	Account # _____
Mailing Address _____	
City _____	State _____ Zip _____
Phone # _____	Cell # _____
Opt-in for email <input type="checkbox"/>	Email address _____

Please mark box if you are Opting-in for email contact by PML Golf Shop

For existing PMLA Property Owners you must make your Individual Golf Annual Membership selection and return this signed and completed form, **with payment, to the PMLA Golf Shop** no later than **December 28, 2022**. If you sign up during 2023 you are still required to pay the full amount for your Annual. Only new Property Owners will have their Annual Golf Membership pro-rated.

Select your Annual and Payment Plan

<i>Annual 18 with Cart</i>			<i>Annual 18 – Golf Only</i>		
Full Payment	\$2630	<input type="checkbox"/>	Full Payment	\$1700	<input type="checkbox"/>
Semi-Annual Payment	\$1320	<input type="checkbox"/>	Semi-Annual Payment	\$855	<input type="checkbox"/>
Monthly Payment	\$220	<input type="checkbox"/>	Monthly Payment	\$144	<input type="checkbox"/>
<i>Annual 9 with Cart</i>			<i>Annual 9 – Golf Only</i>		
Full Payment	\$1505	<input type="checkbox"/>	Full Payment	\$975	<input type="checkbox"/>
Semi-Annual Payment	\$760	<input type="checkbox"/>	Semi-Annual Payment	\$490	<input type="checkbox"/>
Monthly Payment	\$127	<input type="checkbox"/>	Monthly Payment	\$84	<input type="checkbox"/>

Please indicate below your method of payment

Credit Card	Check	Cash	AutoPay	Member Charge

Pine Mountain Lake Golf Annual Terms and Conditions

- To be eligible to purchase the annual golf membership you must be a member in good standing and named on the deed of trust pursuant to the Third Restated By-Laws, Article 3, Section 3.04 including Resolution #01.16, Amended 07-21-12, Golf Course Policies and Procedures. Limit two annual golf memberships per lot. Memberships are non-transferable and non-refundable except in cases of non-property owner status at PMLA or for medical reasons (see below).
- For adjustments to Golf Annual due to extenuating circumstances please see the Head Golf Professional.
- If you have a change of address or name, please notify the Golf Shop and Administration office at once.
- If you are using the monthly or semi-annual payment option, the remaining balance is due on the First of each month. Payments not received by the Thirtieth of the month will be subject to late charges and interest. If the payment is not made by the Thirtieth of the month the membership is subject to cancellation and the property owner will not be eligible for an annual membership for the remainder of 2023 or for the 2024 year. Pro-rating of Annuals are only allowed for new PML Property Owners.
- Collection of delinquent accounts will be in accordance with Resolution 07.03 . Collection Policy

Applicant Initials _____ Date: _____

By applying for a Golf Annual I agree to be bound by all Rules and Regulations duly enacted by the PMLA Board of Directors. By signing below I further verify that I have read and agree to honor the Terms and Conditions on both pages of this application.

Signature _____ Date _____

Please turn over, fill out and sign Cart Rental Agreement



Golf Cart Rental Agreement

1. Activities and Assumption of Inherent Risks. I have voluntarily chosen to participate in an activity, class or other program (hereinafter referred to as "the Activity") with Pine Mountain Lake Association ("PMLA"). I understand that the Activity is inherently hazardous, and that risks of participating in the Activity include without limitation injuries, health issues, equipment failures, participant negligence, or errors in judgment of PMLA or its employees or contractors. I understand the inherent risks of the Activity are serious and that participating in the Activity is dangerous regardless of the care taken by PMLA and its employees or contractors. I also understand that any equipment I use during the Activity I use at my own risk and that any equipment provided is without any warranty regarding its condition or suitability. I acknowledge that PMLA has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

2. Rules and Equipment. I agree: (i) to abide by the rules, guidelines and instructions established or given by PMLA, (ii) to inform PMLA immediately if I become aware of any conduct or equipment conditions that present a danger to me or others; (iii) to wear/use any required equipment at all times while participating in the Activity; and (iv) that PMLA may terminate my participation for any reason, including without limitation if it determines I am incapable of safely meeting the rigors of the Activity. With respect to any use of a golf cart or related equipment ("Golf Equipment"), I further agree (a) I will operate and use the Golf Equipment in a safe and prudent manner and use all the care and precaution necessary to prevent injury to the renter, to others, or damage to the Golf Equipment, including without limitation compliance with all applicable laws, (b) I have a valid driver's license and valid insurance applicable to my use of the Golf Equipment, (c) I am over the age of 18 and will not permit any individual under the age of 16 or lacking a valid driver's license to drive a golf cart, and (d) in no event will a golf cart be used by more than two people or 2 golf bags at one time.

3. Waiver of Liability. In consideration of the permission to participate in the Activity, today and on all future dates, I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive and discharge PMLA and its agents and employees from any and all claims resulting from my participation in the Activity, including without limitation the inherent risks of the Activity described above or the negligence of PMLA (including its officers, employees, agents, independent contractors, insurers, licensors, lessors, and other participants). I further covenant not to sue PMLA for any present or future claim arising directly or indirectly from my participation in the Activity. This agreement applies to (i) personal injury (including death) from incidents or illnesses arising from participating in the Activity; and (ii) any and all claims resulting from the damage to, loss of, or theft of property.

4. Indemnification. I agree to indemnify, defend, and hold PMLA harmless (including without limitation attorneys' fees and costs) from (i) any and all claims by me, my spouse, my family members, or others arising from my injury or loss due to my participation in the Activity, (ii) all damages, losses, costs, or claims arising out of or in connection with my use of the Golf Equipment, and (iii) any and all claims of co-participants, rescuers, and others arising from my conduct during my participation in the Activity.

5. Use of Likeness. I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I consent to the use of my name and likeness by PMLA, and grant to PMLA and its assigns a royalty-free, irrevocable license to use and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, for any purpose.

6. Health Status; Emergency Care. I represent and warrant that I: (i) do not have any medical conditions or problems that would limit or otherwise affect my participation in the Activity; and (ii) possess sufficient fitness and skill to enable safe participation in the Activity. I authorize and agree: (a) PMLA to administer emergency first aid, CPR and AED if deemed necessary by PMLA; (b) PMLA to secure emergency medical care or transportation if deemed necessary by PMLA; (c) PMLA to share my medical history with medical personnel when PMLA deems necessary; and (d) to assume all costs of emergency care and transportation.

7. Miscellaneous. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. If legal action is brought, the appropriate trial court for the County of Tuolumne, California has the sole and exclusive jurisdiction and the substantive laws of the State of California will apply. The prevailing party shall be entitled to recover its attorneys' fees and costs in addition to any damages. I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, is the entire agreement between PMLA and me, and cannot be modified or changed in any way except by a written document duly executed by all parties.

ACKNOWLEDGEMENT: By signing below, I, the undersigned (referred to herein as "I", "me", or "my") acknowledge and agree that I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement ("Agreement") and fully understand its terms. I acknowledge and agree that I am participating in the Activity and signing this Agreement freely and voluntarily and intend by my signature to be bound by its terms.

Signature _____

Address _____

Name _____

Date _____

Phone _____

Email _____

2023 Pine Mountain Lake Golf Course

Account #

City

Zip

Cell #

Email

Punchcards (pre-paid rounds of golf valid anytime, any day, cart included)

			v
9 Holes w/ Cart	10 Rounds	\$260	
	20 Rounds	\$500	

Punch Card

Property Owners	w/ Annual Membership
\$495	\$416

- 1. “Punchcards” (Pre-paid Golf Rounds) & Range Program are not transferable.** Exception: A transfer may take place for approved medical reasons. A written request for a transfer, for medical reasons, must be submitted and be accompanied by a Physician’s Statement. The transfer will only be allowed if it is to a PML Property Owner living at the same residence.
- 2. Refunds:** If a Punchcard has not been fully used, an approved refund will be determined by multiplying the used rounds by the full Property Owner rate then subtracting that amount from the Punchcard price.
- 3. Range Program.** Participants are limited to 4 tokens per day. Please request only the number of tokens you will be using that day.

Signature _____ Date _____



Amount	Account #	Credit Card	Auto Debit/Credit	Monthly Statement or Member Charge	Check #	Cash
\$						

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This is an important legal document. Read carefully before signing.

Golf Cart Rental Agreement



1. Activities and Assumption of Inherent Risks. I have voluntarily chosen to participate in an activity, class or other program (hereinafter referred to as "the Activity") with Pine Mountain Lake Association ("PMLA"). I understand that the Activity is inherently hazardous, and that risks of participating in the Activity include without limitation injuries, health issues, equipment failures, participant negligence, or errors in judgment of PMLA or its employees or contractors. I understand the inherent risks of the Activity are serious and that participating in the Activity is dangerous regardless of the care taken by PMLA and its employees or contractors. I also understand that any equipment I use during the Activity I use at my own risk and that any equipment provided is without any warranty regarding its condition or suitability. I acknowledge that PMLA has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

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3. Waiver of Liability. In consideration of the permission to participate in the Activity, today and on all future dates, I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive and discharge PMLA and its agents and employees from any and all claims resulting from my participation in the Activity, including without limitation the inherent risks of the Activity described above or the negligence of PMLA (including its officers, employees, agents, independent contractors, insurers, licensors, lessors, and other participants). I further covenant not to sue PMLA for any present or future claim arising directly or indirectly from my participation in the Activity. This agreement applies to (i) personal injury (including death) from incidents or illnesses arising from participating in the Activity; and (ii) any and all claims resulting from the damage to, loss of, or theft of property.

4. Indemnification. I agree to indemnify, defend, and hold PMLA harmless (including without limitation attorneys' fees and costs) from (i) any and all claims by me, my spouse, my family members, or others arising from my injury or loss due to my participation in the Activity, (ii) all damages, losses, costs, or claims arising out of or in connection with my use of the Golf Equipment, and (iii) any and all claims of co-participants, rescuers, and others arising from my conduct during my participation in the Activity.

5. Use of Likeness. I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I consent to the use of my name and likeness by PMLA, and grant to PMLA and its assigns a royalty-free, irrevocable license to use and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, for any purpose.

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7. Miscellaneous. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. If legal action is brought, the appropriate trial court for the County of Tuolumne, California has the sole and exclusive jurisdiction and the substantive laws of the State of California will apply. The prevailing party shall be entitled to recover its attorneys' fees and costs in addition to any damages. I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, is the entire agreement between PMLA and me, and cannot be modified or changed in any way except by a written document duly executed by all parties.

ACKNOWLEDGEMENT: By signing below, I, the undersigned (referred to herein as "I", "me", or "my") acknowledge and agree that I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement ("Agreement") and fully understand its terms. I acknowledge and agree that I am participating in the Activity and signing this Agreement freely and voluntarily and intend by my signature to be bound by its terms.

Signature

Address

Name

Date

Phone

email



2023 PML Golf Services Application

Name _____ Account # _____

Mailing Address _____

City _____ State _____ Zip _____

Phone # _____ Cell # _____

Opt-in for email ☐ Email address _____

Please mark box if you are Opting-in for email contact by PML Golf Shop

PMLA Golf Services Members: Please make your Golf Services selection and return this signed and completed form to the PMLA Golf Shop no later than December 28, 2022. **PAYMENT MUST BE MADE IN THE GOLF SHOP.** If you sign up after January 31, 2023 your payment will be pro-rated.

INDIVIDUAL GOLF SERVICES

Selection of a Golf Service does not guarantee that service is available. Services are distributed first to Members currently using the Service. After that it is first come, first served basis. Payment in full must be made for Golf Services.

Bag Storage	\$118	
Cart Storage	\$118	
Full Locker	\$96	
Half Locker	\$48	
Total		\$

Terms and Conditions

Bag & Pull Cart Storage

- Bag Storage is for your golf bag only.** All items or equipment must be stored inside your golf bag. No loose clubs, shoes, umbrellas, golf buddies, shag bags, etc. may be stored.
- Pull Cart Storage is for your pull cart only.** No loose clubs, shoes, umbrellas, golf buddies, shag bags, batteries, etc. may be stored.

Locker Rental

- Attaching anything (by any means, i.e., tapping, nailing, gluing, etc.) to the outside or inside of the locker is prohibited.
- All items are to be stored inside the locker. No items are allowed to be stored on top of the locker.
- Golf bags and or full sets of clubs are not allowed to be stored in lockers; extra clubs are allowed (up to 4 clubs).
- No alterations to the locker (inside or outside) are allowed. If additional shelves are added they must not be attached.
- If there is damage done to the locker by the renter (other than normal wear and tear), PMLA will repair the damage at the renter's expense.

One (1) key will be given to the renter, there will be a \$3.00 charge for any additional keys. All keys must be returned to PMLA upon renter's discontinuance of Locker Rental Service.

By applying for Golf Services I agree to be bound by all Rules and Regulations duly enacted by the PMLA Board of Directors. By signing below I further verify that I have read and agree to honor the Terms and Conditions stated herein.

Applicant Signature: _____ Date: _____

For Golf Shop Use Only Please

Amount	Account #	Credit Card	Check	Cash	Invoice	Auto Debit/Credit	Member Charge
\$							