

Annual Budget Report (Required Civil Code Sec. 4525)
Park Land of Monterey, Inc.

Parkland of Monterey, Inc Association

July 31, 2020

Dear Homeowners,

The Association is required by California Civil Code to distribute various documents to homeowners at the end of the fiscal year and notify the membership of their rights to other documents and information upon request.

You will find the following documents enclosed:

- The 9/1/2020 – 8/31/2021 Annual Disclosure for Parkland of Monterey, Inc Homeowners Association

Owners are entitled to the following documents upon request:

- The Annual Financial Review prepared by an independent CPA
- Monthly Financial Statements
- Minutes of Board of Directors meetings

The assessments for the 2020-2021 fiscal year will remain at \$500 per month beginning September 1, 2020. If you are currently using autopay, please remember to renew your payments accordingly.

On January 1, 2020, the newly enacted Senate Bill 323 requires that email addresses are included as a part of the Association's Membership List. This list is available to all members upon request. **If you would like to "opt-out" of this list, please complete the attached Resident/Tenant profile form and select yes on the "opt-out" section of the form. Please return to Terra Vista HOA Management via email to tvteam@terravistahoa.biz or by mail to P.O. BOX 1067, Monterey, CA 93942.**

Sincerely,

Terra Vista HOA Management

On behalf of the Parkland Board of Directors



P.O. Box 1067
Monterey, CA 93940
Office: (831) 375-5444
Website: TerraVistaHOA.biz
Email: tvteam@terravistahoa.biz

Hello fellow Parkland of Monterey homeowners.

I look forward to our virtual Parkland of Monterey's Annual Homeowner's meeting on August 8th 2020 at 10 AM. I am hoping that all can join in. Our presentation platform will be with "Zoom", and an email invite has/will be provided by email to all on how to gain access.

It has been a challenging second half of the 2019/2020 fiscal year for Parkland of Monterey, but I do want to say it really has been a privilege to serve on the Board of Directors along with Dave Hendrickson, Vinnie Victorine and Francie Mitchell. There are so many enhancements and maintenance upgrades taking place and planned for the coming years and I am glad to be a part of it and anxious to see them to completion.

In the virtual meeting, we will go into detail on the agenda items at the Board of Directors Meeting. I hope this advance agenda will provide you time to review the items we will be discussing.

There will be an opportunity to ask questions on this call even though all caller/participants will be muted, strictly for clarity and reception. A chat option will be available on the screen and can be utilized by all. Answers to chat questions will be addressed, as time allows, via the Chat Box and those questions that can't be addressed will be followed up with an email response.

Needless to say, this format is new to your BOD and Terra Vista Property Management and hope you will appreciate the efforts made to make this meeting as productive and informative in this new virtual world we are currently in.

If you have additional questions on participation and navigating the "Zoom" platform for this meeting please contact Terra Vista Property Management at 375-5444.

If we could have a "Virtual" pot luck around the pool we would but..... the food just wouldn't taste the same.

Hope to see....no hear... you there at our meeting.

Lisa Fendler

President Parkland of Monterey

The complete PowerPoint presentation will be posted after the virtual meeting on our website accessible at www.delmontebeachtownhouses.com with your previously provided password. If you need help to access our Parkland of Monterey Site please contact Terra Vista at (831) 375-5444.

Order: ZDHN287DF
Address: 9 La Playa St
Order Date: 08-30-2021
Document not for resale
HomeWiseDocs

Each year, associations must distribute an "**Annual Budget Report**" and an "**Annual Policy Statement**", as described below, to all homeowners as outlined in Civil Code §5300 and §5310 of the Davis-Sterling Act.

Annual Budget Report – The Association is providing the following documents as part of its Annual Budget Report:

Item Number	Description	Reference Code
1A	Pro Forma Budget: A pro forma operating budget, showing the estimated revenue and expenses on an accrual basis.	Civil Code Sec. 5300 (b) (1)
2A	Reserve Summary: A summary of the association's reserves, prepared pursuant to Section 5565 .	Civil Code Sec. 5300 (b) (2)
3A	Reserve Funding Plan: A summary of the reserve funding plan adopted by the board, as specified in paragraph (5) of subdivision (b) of Section 5550 .	Civil Code Sec. 5300 (b) (3)
4A	Major Component Repairs: A statement as to whether the board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.	Civil Code Sec. 5300 (b) (4)
5A	Anticipated Special Assessments: A statement as to whether the board has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor.	Civil Code Sec. 5300 (b) (5)
6A	Reserve Funding Mechanism: A statement as to the mechanism or mechanisms by which the board will fund reserves to repair or replace major components.	Civil Code Sec. 5300 (b) (6)
7A	Procedures for Calculating Reserves: A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components that the association is obligated to maintain.	Civil Code Sec. 5300 (b) (7)
8A	Outstanding Loans: A statement as to whether the association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.	Civil Code Sec. 5300 (b) (8)
9A	Insurance Summary: A summary of the association's property, general liability, earthquake, flood, and fidelity insurance policies.	Civil Code Sec. 5300 (b) (9)
10A	Assessment & Reserve Form: The Assessment and Reserve Funding Disclosure Summary form.	Civil Code Sec. 5570
11A	FHA/VA Certification: When the common interest development is a condominium project, a statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines / a statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines.	Civil Code Sec. 5300 (b) (10) (11)

Annual Policy Statement – The Association is providing the following documents as a part of its Annual Policy Statement:

Item Number	Description	Reference Code
1B	Designated Recipient: The name and address of the person designated to receive official communications to the association.	Civil Code Sec. 5310 (a) (1)
2B	Right to Notice to Two Addresses: A statement explaining that a member may submit a request to have notices sent to up to two different specified addresses	Civil Code Sec. 5310 (a)
3B	General Notice Location: The location, if any, designated for posting of a general notice.	Civil Code Sec. 5310 (a)
4B	Right to Individual Delivery: Notice of a member's option to receive general notices by individual delivery.	Civil Code Sec. 5310 (a)
5B	Right to Minutes: Notice of a member's right to receive copies of meeting minutes.	Civil Code Sec. 5310 (a)
6B	Collection Policy: The statement of assessment collection policies required by Section 5730 .	Civil Code Sec. 5310 (a)
7B	Lien Policy: A statement describing the association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments.	Civil Code Sec. 5310 (a)
8B	Rules Enforcement Policy: A statement describing the association's discipline policy, if any, including any schedule of penalties for violations of the governing documents.	Civil Code Sec. 5310 (a)
9B	Dispute Resolution Procedures: A summary of dispute resolution procedures.	Civil Code Sec. 5310 (a)
10B	Architectural: A summary of any requirements for association approval of a physical change to property.	Civil Code Sec. 5310 (a)
11B	Overnight Payments: The mailing address for overnight payment of assessments.	Civil Code Sec. 5310 (a)
12B	Miscellaneous: Homeowner/Tenant Profile	

Annual Budget Report Items

Item 1A

Pro Forma Budget

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Item 2A

Reserve Summary

Page 9

Item 3A

Reserve Funding Plan

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Item 4A

Major Component Repairs

The Board will not defer undertaking repairs or replacing any major components with a remaining life of 30 years or less.

Item 5A

Anticipated Special Assessments

The Board, consistent with the reserve funding plan adopted pursuant to [Section 5560](#), has not determined, nor does it anticipate that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves.

Item 6A

Reserve Funding Mechanism

The Association's reserves are funded by regular assessments as well as interest earned on reserve accounts. The Budget demonstrates the amount contributed to the reserve fund from regular assessments.

Item 7A

Procedures for Calculating Reserves

For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation and may not assume a rate of return on cash reserves in excess of 2 percent above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.

Item 8A

Outstanding Loans

The Association does not have any outstanding loans with an original term of more than one year.

Item 9A

Insurance Summary

Page 14

Item 10A

Assessment & Reserve Form

Page 16

Item 11A

FHA/VA Certification

Parkland of Monterey, INC HOA is a planned unit development. FHA/VA Financing is available to all planned unit developments.

Item 1A**Parkland of Monterey - FY'21 (2020-2021) Approved Budget**

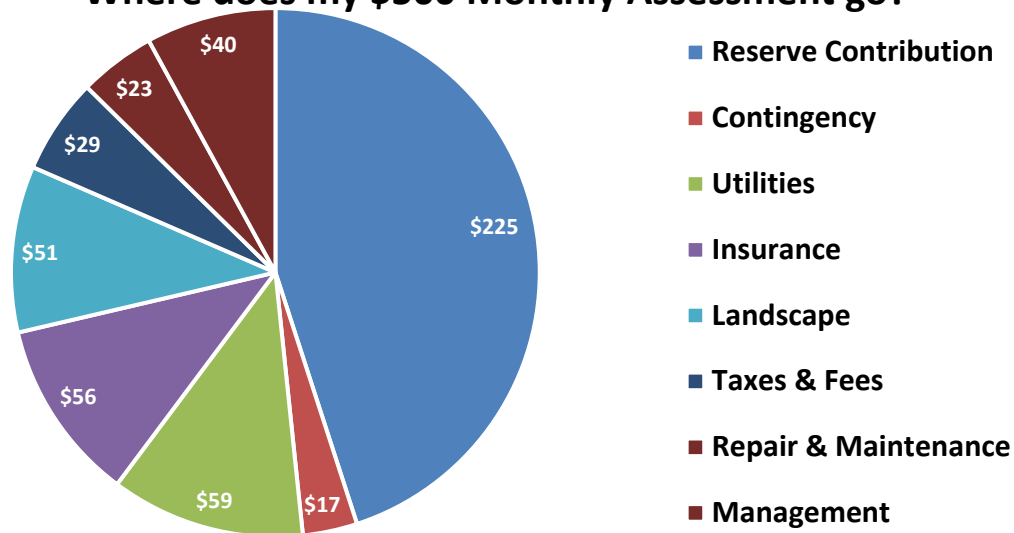
		Budget 2019-2020	Budget 2020-2021	Monthly Per unit
Income	Monthly Assessments	\$360,000	\$360,000	\$500.00
	Reserve Contribution	\$162,000	\$162,000	\$225.00
	Contingency	\$12,000	\$12,000	\$16.67
	Operating Expenses	\$157,700	\$157,400	\$218.61
	Management Expenses	\$28,300	\$28,600	\$39.72
Expense Category	Expense Detail			
Utilities	Water	\$27,900	\$24,000	\$33.33
Utilities	Electricity / Gas	\$9,900	\$8,250	\$11.46
Utilities	Disposal Service	\$7,740	\$8,100	\$11.25
Utilities	Sewer (MRWPCA)	\$2,700	\$2,400	\$3.33
Insurance	Insurance - Earthquake	\$19,500	\$18,700	\$25.97
Insurance	Insurance - Comprehensive	\$15,600	\$17,000	\$23.61
Insurance	Insurance D&O	\$3,000	\$2,600	\$3.61
Insurance	Insurance - Crime Policy	\$1,500	\$1,210	\$1.68
Insurance	Insurance - Work Comp	\$630	\$625	\$0.87
Landscape	Landscape Maintenance	\$25,200	\$35,400	\$49.17
Landscape	Pest Control (Cypress Trees)	\$2,700	\$1,170	\$1.63
Taxes & Fees	Rent - Parking	\$18,000	\$19,000	\$26.39
Taxes & Fees	Taxes (Property)	\$1,600	\$1,700	\$2.36
Taxes & Fees	Taxes (Federal)	\$250	\$260	\$0.36
Taxes & Fees	Taxes - State	\$130	\$125	\$0.17
Repair & Maintenance	Misc. Repair & Maintenance	\$6,900	\$2,250	\$3.13
Repair & Maintenance	Pool Maintenance	\$3,000	\$3,000	\$4.17
Repair & Maintenance	Pool Supplies	\$2,700	\$2,100	\$2.92
Repair & Maintenance	Pool - Annual License	\$650	\$690	\$0.96
Repair & Maintenance	Lighting Repairs	\$2,400	\$1,000	\$1.39
Repair & Maintenance	Pest Control (Ant Spraying+)	\$2,700	\$4,320	\$6.00
Repair & Maintenance	Gate Expense	\$1,800	\$2,400	\$3.33
Repair & Maintenance	Fire Extinguisher Maintenance	\$1,200	\$1,100	\$1.53
Management	Professional Management	\$21,600	\$21,600	\$30.00
Management	Accounting	\$2,600	\$2,600	\$3.61
Management	Legal		\$1,000	\$1.39
Management	Misc. Board Meeting Expense	\$2,300	\$2,000	\$2.78
Management	Misc. Supplies / Print	\$1,200	\$900	\$1.25
Management	Postage	\$600	\$500	\$0.69

\$186,000

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Annual Budget Expenditures	Budget	Budget	Monthly	Percent	Change	
Expense Category	2019-2020	2020-2021	Per unit	of Income	Yr - Yr	Comments
Reserve Contribution	\$162,000	\$162,000	\$225	45.0%	0.0%	
Contingency	\$12,000	\$12,000	\$17	3.3%	0.0%	
Total Operating Expenses	\$157,700	\$157,400	\$219	43.7%	-0.2%	
Utilities	\$48,240	\$42,750	\$59	11.9%	-11.4%	Reduced water expense
Insurance	\$40,230	\$40,135	\$56	11.1%	-0.2%	
Landscape	\$27,900	\$36,570	\$51	10.2%	31.1%	Landscape Maintenance increase
Taxes & Fees	\$19,980	\$21,085	\$29	5.9%	5.5%	
Repair & Maintenance	\$21,350	\$16,860	\$23	4.7%	-21.0%	Lower expenses, some in Reserves
Management	\$28,300	\$28,600	\$40	7.9%	1.1%	
Total Expenses	\$360,000	\$360,000	\$500.00	100.0%		

Where does my \$500 Monthly Assessment go?



Item 2A

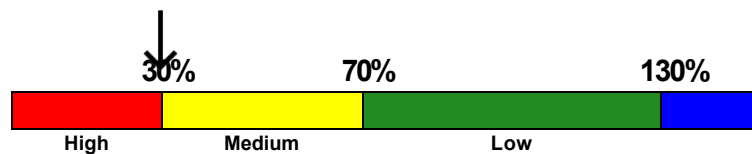
3- Minute Executive Summary

Association: Park Land of Monterey Assoc. #: 25011-6
Location: Monterey , CA # of Units: 60
Report Period: September 1, 2020 through August 31, 2021

Findings/Recommendations as-of: September 1, 2020

Projected Starting Reserve Balance	\$225,000
Current Fully Funded Reserve Balance	\$737,857
Average Reserve Deficit (Surplus) Per Unit	\$8,548
Percent Funded	30.5 %
Recommended 2020/21 "Monthly Fully Funding Contributions"	\$13,500
Recommended 2020/21 Special Assessments for Reserves	\$0
2019/20 Contribution Rate	\$13,500

Reserves % Funded: 30.5%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves1.00 %
Annual Inflation Rate3.00 %

- This is an Update "No-Site-Visit" Reserve Study.
- This Reserve Study was prepared by, or under the supervision of, a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is at 30.5 % Funded, this means the association's special assessment & deferred maintenance risk is currently Medium.
- Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".
- Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is for you to maintain your Reserve contributions to \$13,500/Monthly.
- No assets appropriate for Reserve designation were excluded.
- We recommend that this Reserve Study be updated annually, with an on-site inspection update every three years.

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Order Date: 08-30-2021
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Executive Summary

25011-6

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Streets				
201	Asphalt-Maj Rep/Repl/Regrading	30	25	\$212,200
202	Asphalt - Seal/Repair	7	0	\$13,550
203	Curb - Repairs	10	5	\$6,200
403	Mailbox (A units) - Replace	15	11	\$3,300
704	Intercom - Replace	12	11	\$2,000
705	Pedestrian Gate - Replace	30	4	\$2,900
706	Vehicle Gates - Replace	25	22	\$8,400
707	Gate Operators - Replace	12	6	\$11,400
708	Pedestrian/Vehicle Gates - Paint	6	5	\$950
Buildings				
101	Cantilever Balcony - Inspection	9	3	\$40,000
102	Concrete/Metal Stairs (A) - Repair	25	19	\$10,700
103	Entry Wood Deck (A)-Repair/Repaint	6	5	\$8,550
104	2nd Floor Deck (A) - Repair/Repaint	6	5	\$7,550
104	Initial Cantilever Balcony Repairs	0	0	\$60,000
107	Wood Entry Stairs(B)-Repair/Repaint	6	5	\$4,100
108	Wood Deck (B) - Repair/Repaint	6	5	\$8,300
1100	Power Wash Walkways	6	5	\$4,000
1101	Metal Stair Stringer (A) - Repaint	6	5	\$4,000
1103	Entry Wood Deck (A) Floor-Rpr/Paint	6	5	\$16,000
1104	2nd Floor Deck (A) Floor- Rpr/Paint	6	5	\$12,000
1107	Entry Wood Stairs(B) Floor-Rpr/Pnt	6	5	\$8,000
1108	Wood Deck (B) Floor - Repair/Paint	6	5	\$14,000
1114	Painting Construction Manager	12	5	\$15,000
1114	Painting Construction Manager	12	11	\$20,000
1115	Complete Painting of Buildings	0	0	\$44,000
1115	Stucco (Whole Body) A - Repaint	12	11	\$22,550
1115	Stucco (Whole Body) B - Repaint	12	11	\$22,550
1116	Entry/2nd Floor Doors (A)-Rep/Paint	12	11	\$1,200
1116	Entry/2nd Floor Doors (B)-Rep/Paint	12	11	\$1,200
1116	Garage Door (A) - Repair/Paint	12	11	\$2,100
1116	Garage Door (B) - Repair/Paint	12	11	\$2,100
1116	Window & Door Trim (A) - Rep/Paint	6	5	\$20,800
1116	Window & Door Trim (B) - Rep/Paint	6	5	\$11,550
1117	Wood Fascia (A) - Repair/Repaint	6	5	\$8,300
1117	Wood Fascia (B) - Repair/Repaint	6	5	\$8,300
1151	Attic Vents - Replace	24	11	\$11,400
1151	Subfloor Vents - Replace	15	0	\$7,000
1303	Comp. Shingle Roof Ph 1-Replace	35	33	\$120,550
1303	Comp. Shingle Roof Ph 2-Replace	37	35	\$83,600
1303	Comp. Shingle Roof Ph 3-Replace	37	0	\$32,750
1303	Comp. Shingle Roof Ph 4-Replace	37	2	\$134,450
1303	Comp. Shingle Roof Ph 5 - Replace	40	3	\$101,100
1303	Composition Shingle Roof Ph 1 - CM	35	33	\$18,100
1303	Composition Shingle Roof Ph 2 - CM	37	35	\$5,200
1303	Composition Shingle Roof Ph 3 - CM	37	0	\$2,600

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1303	Composition Shingle Roof Ph 4 - CM	37	2	\$7,800
1303	Composition Shingle Roof Ph 5 - CM	40	3	\$7,800
1305	Annual Roof Inspections	1	0	\$1,000
1880	Termites - Inspection/Repair	3	0	\$8,350
Pool Area				
507	Wood Pool Fence - Replace	20	9	\$11,700
1105	Wood Pool Fence/Shed - Rep/Paint	6	5	\$2,550
1200	Pool Furniture - Replace	8	3	\$4,700
1200	Pool Furniture - Replace	8	6	\$2,600
1201	Pool Deck - Repair	15	1	\$5,400
1201	Pool Deck - Veneer Rock Perimeter	0	4	\$37,100
1202	Pool - Resurface	12	1	\$21,600
1206	Pool Filter - Replace	12	5	\$1,700
1208	Pool Heater - Replace	10	6	\$5,300
1210	Pool Pump - Replace	10	3	\$1,800
1218	Pool Shed - Replace	30	1	\$18,000
1222	Pool Passive Solar System - Install	20	4	\$20,600
General Common Area				
103	Pebbled Concrete Walkway - Repair	5	1	\$5,700
302	Emergency Generator - Replace	10	4	\$5,500
305	Security System - Upgrade/Replace	15	11	\$3,300
320	Tall Walkway Lights - Replace	20	10	\$19,700
321	Walkway Lights - Replace	20	19	\$8,000
504	Wood Fence-Repair/Replc Ocean side	20	8	\$36,200
505	Wood Fence - Replace - Trail Side	25	6	\$52,000
505	Wood Fence - Replace East Perimeter	25	22	\$10,600
1001	Backflow Devices - Replace	20	11	\$2,700
1003	Irrigation Controllers - Replace	15	7	\$2,200
1008	Trees - Trimming/Clean Up (Minor)	1	0	\$3,100
1008	Trees - Trimming/Removal (Major)	4	3	\$7,200
1009	Landscaping - Replenish	1	0	\$7,800
1010	Landscaping - Major Upgrades	10	4	\$20,600
1113	Misc Metal Surfaces - Repaint	6	5	\$850
1122	Utility Shed - Replace	30	27	\$5,600
1123	Utility Shed - Repaint	6	5	\$900
1140	Entry Kiosks/Stucco Wall - Paint	12	11	\$1,400
1141	Entry Kiosks - Rebuild	0	4	\$20,600
1403	Monument Sign - Replace	15	11	\$2,400
1724	Storm Drain Clean Out	1	0	\$2,350
1925	Reserve Study - Update	1	0	\$1,000

83 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

Item 3A

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$225,000 as-of the start of your fiscal year. This is based on your actual balance on 4/30/2020 of \$336,623 and anticipated Reserve contributions and expenses projected through the end of your Fiscal Year. As of 9/1/2020, your Fully Funded Balance is computed to be \$737,857. (see Acct/Tax Summary table). This figure represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your 30.5 % Funded.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of \$13,500/Monthly this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.

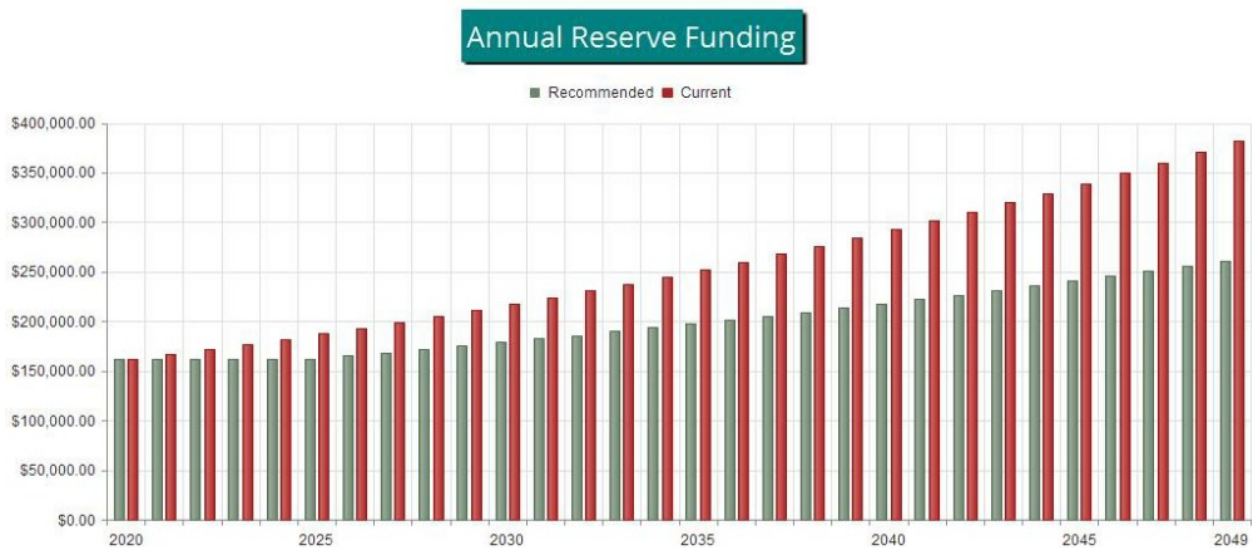


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted contribution rate, compared to your always-changing Fully Funded Balance target.

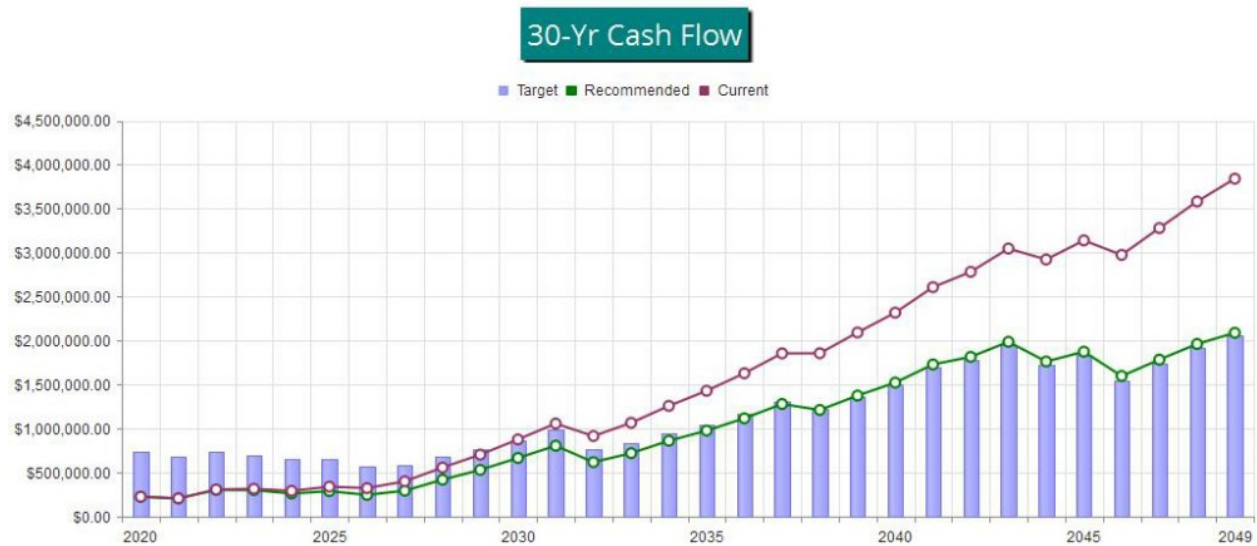


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

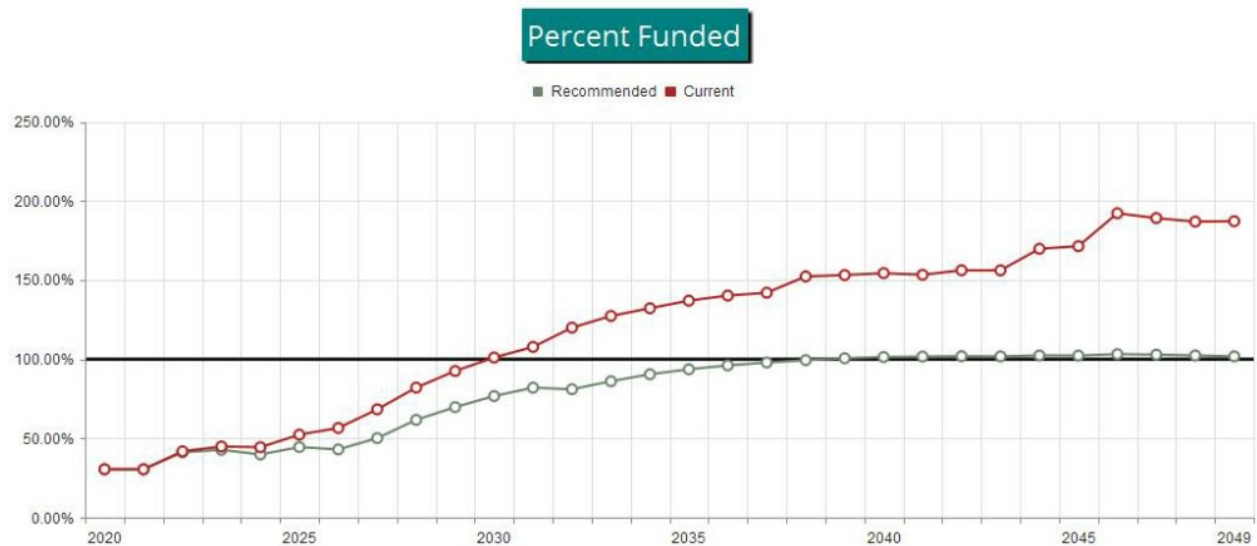


Figure 4

Item 9A

Parkland of Monterey

Insurance Summary 2020

Insurance Carrier	Policy Type	Subject of Insurance	Coverage Amount	Deductible	Premium
Travelers Insurance Policy# 6801782A51A1942 effective 12/31/2019 - 12/31/2020	Package	Blanket Buildings Ordinance or Law General Liability	18,488,436 500,000 1,000,000 / 2,000,000	25,000 25,000 n/a	\$ 14,989.00
Travelers Insurance Policy# CUP3080W8901942 effective 12/31/2019 - 12/31/2020	Umbrella	Excess Liability	2,000,000	n/a	\$ 1,679.00
C.N.A. Surety Policy# 0250650084 effective 12/31/2019 - 12/31/2020	D&O	Directors & Officers Liability	3,000,000	5,000	\$ 2,719.00
C.N.A. Surety Policy# 618839330 effective 1/14/2020 - 1/14/2021	Crime	Employee Dishonesty	1,000,000	10,000	\$ 1,209.00
QBE Specialty Insurance Co. Policy# SSE8298401 effective 04/11/2020 - 04/11/2021	Earthquake	Buildings	18,137,770	10%	\$ 18,660.63
ZNAT Insurance Company Policy# C045347223 effective 05/12/2020 - 05/12/2021	Workers Comp	Employers Liability	1,000,000	n/a	\$ 621.00

Parkland CC&R's state that:

1. The premiums for any insurance obtained by the Association shall be a common expense of the Association and shall be paid for out of the operating fund of the Association.
2. The amount of any deductible relating to any claim covered by insurance obtained by the Association shall be borne by the Owner or Owners of any property affected by any loss covered by such insurance.
3. In the case of damage or destruction of an individual residence whether by fire, earthquake or other causes, the owner(s) of that lot and residence are responsible for the cost of reconstruction that is not covered by insurance or is within the deductible amount.

Under FEMA program rules, because the legal entity type of the Association is that of a townhome, the Association cannot purchase a blanket flood insurance policy for the property.

Because the Association cannot provide flood insurance, the deductibles for insurance are the responsibility of homeowners, and that individuals are responsible for damage or destruction of their residence that is not covered by insurance, the board, as stated in the CC&R's continues to strongly advise that homeowners consult with an insurance agent to purchase

1. A contents policy (HO-6 or equivalent),
2. Liability,
3. Earthquake, and
4. Flood insurance.

Item 10A

Assessment and Reserve Funding Disclosure Summary

Park Land of Monterey , Monterey

For Fiscal Year Beginning: 9/1/2020

of units: 60

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$13,500.00	\$225.00
Total Assessment Income:	\$30,000.00	\$500.00

per: Month

- 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:

Year	Total Amount Per Unit*	Purpose
------	------------------------	---------

Total: \$0.00

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will 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**
- 4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

- 5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	9/1/2020
Fully Funded Balance (based on formula defined in 5570(b)4):	\$737,857
Projected Reserve Fund Balance:	\$225,000
Percent Funded:	30.5 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$8,548

From the 6/8/2020 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

- 7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Kier Balboa

Date: 7/21/2020

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.

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Fiscal Year Start: 9/1/2020	Interest: 1.00 %	Inflation: 3.00 %
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)	Projected Reserve Balance Changes	

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded		Special Assmt Risk	% Increase In Annual Reserve Contribs.	Reserve Contribs.	Loan or Special Assmts	Interest Income	Reserve Expenses
2020	\$225,000	\$737,857	30.5 %		Medium	0.00 %	\$162,000	\$0	\$2,152	\$183,500
2021	\$205,652	\$675,062	30.5 %		Medium	0.00 %	\$162,000	\$0	\$2,538	\$67,929
2022	\$302,262	\$734,584	41.1 %		Medium	0.00 %	\$162,000	\$0	\$3,011	\$167,092
2023	\$300,182	\$702,285	42.7 %		Medium	0.00 %	\$162,000	\$0	\$2,807	\$203,466
2024	\$261,523	\$656,733	39.8 %		Medium	0.00 %	\$162,000	\$0	\$2,748	\$137,931
2025	\$288,340	\$648,157	44.5 %		Medium	0.00 %	\$162,000	\$0	\$2,669	\$207,336
2026	\$245,673	\$571,252	43.0 %		Medium	2.00 %	\$165,240	\$0	\$2,695	\$120,122
2027	\$293,486	\$585,386	50.1 %		Medium	2.00 %	\$168,545	\$0	\$3,559	\$46,981
2028	\$418,608	\$678,900	61.7 %		Medium	2.00 %	\$171,916	\$0	\$4,741	\$65,175
2029	\$530,090	\$760,210	69.7 %		Medium	2.00 %	\$175,354	\$0	\$5,975	\$46,058
2030	\$665,361	\$867,492	76.7 %		Low	2.00 %	\$178,861	\$0	\$7,347	\$46,970
2031	\$804,598	\$981,012	82.0 %		Low	2.00 %	\$182,438	\$0	\$7,110	\$376,166
2032	\$617,981	\$762,941	81.0 %		Low	2.00 %	\$186,087	\$0	\$6,687	\$90,678
2033	\$720,077	\$836,579	86.1 %		Low	2.00 %	\$189,809	\$0	\$7,902	\$56,759
2034	\$861,029	\$951,688	90.5 %		Low	2.00 %	\$193,605	\$0	\$9,185	\$86,974
2035	\$976,846	\$1,043,582	93.6 %		Low	2.00 %	\$197,477	\$0	\$10,461	\$68,551
2036	\$1,116,233	\$1,161,797	96.1 %		Low	2.00 %	\$201,427	\$0	\$11,970	\$50,789
2037	\$1,278,841	\$1,306,578	97.9 %		Low	2.00 %	\$205,455	\$0	\$12,446	\$285,364
2038	\$1,211,378	\$1,218,958	99.4 %		Low	2.00 %	\$209,564	\$0	\$12,923	\$59,585
2039	\$1,374,280	\$1,366,274	100.6 %		Low	2.00 %	\$213,756	\$0	\$14,476	\$80,398
2040	\$1,522,113	\$1,501,736	101.4 %		Low	2.00 %	\$218,031	\$0	\$16,248	\$27,543
2041	\$1,728,849	\$1,701,022	101.6 %		Low	2.00 %	\$222,391	\$0	\$17,711	\$154,125
2042	\$1,814,825	\$1,781,384	101.9 %		Low	2.00 %	\$226,839	\$0	\$18,995	\$74,824
2043	\$1,985,836	\$1,951,480	101.8 %		Low	2.00 %	\$231,376	\$0	\$18,732	\$473,759
2044	\$1,762,184	\$1,721,587	102.4 %		Low	2.00 %	\$236,003	\$0	\$18,170	\$142,905
2045	\$1,873,453	\$1,831,563	102.3 %		Low	2.00 %	\$240,723	\$0	\$17,345	\$534,437
2046	\$1,597,085	\$1,547,726	103.2 %		Low	2.00 %	\$245,538	\$0	\$16,896	\$76,020
2047	\$1,783,499	\$1,733,895	102.9 %		Low	2.00 %	\$250,449	\$0	\$18,716	\$91,295
2048	\$1,961,369	\$1,916,456	102.3 %		Low	2.00 %	\$255,458	\$0	\$20,240	\$148,715
2049	\$2,088,351	\$2,052,089	101.8 %		Low	2.00 %	\$260,567	\$0	\$20,106	\$434,433

Annual Policy Statement Items

Item 1B

Designated Recipient

The name and address of the person designated to receive official communications to the association, pursuant to [Section 4035](#).

Terra Vista HOA Management

337 El Dorado St. Ste. 3B

Monterey, CA 93940

Item 2B

Right to Notice to Two Addresses

Upon receipt of a written request by a member identifying a secondary address for delivery of notices, the association shall deliver an additional copy of those notices to the secondary address identified in the request, pursuant to subdivision (b) of [Section 4040](#).

Item 3B

General Notice Location

The community board near the waste enclosure.

Item 4B

Right to Individual Delivery

If a member requests to receive general notices by individual delivery, all general notices to that member, given under this section (subdivision b of [4045](#)), shall be delivered pursuant to [4040](#).

Item 5B

Right to Minutes

Pursuant to section [4950](#), the minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any board meeting, other than an executive session, shall be available to members within 30 days of the meeting. The minutes, proposed minutes, or summary minutes shall be distributed to any member upon request made to Terra Vista HOA Management, PO BOX 1067, Monterey, CA 93942 and upon reimbursement of the association's costs for making that distribution.

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Item 6B

Collection Policy

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Item 7B

Lien Policy

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Item 8B

Rules Enforcement Policy

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Item 9B

Dispute Resolution Procedures

Page 27

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

Item 10B

Architectural

Page 30

Item 11B

Overnight Payments

The mailing address for overnight payment of assessments is:

Terra Vista HOA Management

337 El Dorado St. Ste. 3B

Monterey, CA 93940

Item 6B

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections [5700](#) through [5720](#) of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. ([Section 5725](#) of the Civil Code)

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

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

If a lien is recorded against an owner's property in error, the person who recorded the lien is

required to record a lien release within 21 days, and to provide an owner certain documents in this regard. ([Section 5685](#) of the Civil Code)

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

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. ([Section 5655](#) of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with [Section 5900](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with [Section 5925](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. ([Section 5685](#) of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. ([Section 5665](#) of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. ([Section 5665](#) of the Civil Code)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section [11211.7](#) of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

4.8 Delinquent Assessments: Any installment or other portion of an Assessment not paid within thirty (30) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure, except as prohibited by law. Except as prohibited by law, upon any delinquency in payment, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which Parkland of Monterey Covenants, Conditions and Restrictions Page 11 total sum may then be included in any suit, action, or other procedure initiated to collect such sums, including all Additional Charges. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this total sum may then be included in any suit, action, or other procedure initiated to collect such sums, including all Additional Charges. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive.

4.9 Transfer of Lot by Sale or Foreclosure: Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of any Lot pursuant to mortgage foreclosure of a first Mortgage shall extinguish the lien of such Assessments (including fees, late charges, fines or interest levied in connection therewith) as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage and except as expressly provided by California law). No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title to the same as a result of foreclosure of any such first Mortgage, such acquirer of title, and his successor and assigns, shall not be liable for the Assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer (except for assessment liens recorded prior to the mortgage and except as expressly provided by California Law). No amendment of the preceding sentence may be made without the consent of Owners of Lots to which at least two thirds of the votes in the Association are allocated, and the consent of the Eligible Mortgage Holders holding first mortgages on Lots comprising fifty-one percent (51 %) of the Lots subject to first mortgages. The unpaid share of such Assessments shall be deemed to be Common Expenses collectible from all of the Lots including such acquirer, and his successors or assigns.

4.10 Power of Sale: Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1, of the California Civil Code, and does further grant to the Board, on behalf of the Association, the authority and power to sell the Lot of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Lot, for lawful money of the United States, to the highest bidder, to satisfy such lien, except as prohibited by law. The Association or any Owner may purchase the Lot at the sale.

The Board may temporarily suspend the voting rights of a Member (and the rights to use of the recreational facilities) who is in default in payment of any Assessment, after notice and hearing, as provided in the Bylaws.

4.11 Certification of Satisfaction and Release of Lien: Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall record, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

4.12 Waiver of Exemptions: Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this article, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this article.

Item 8B

PARK LAND OF MONTEREY, INC. Del Monte Beach Townhouses 1-60 La Playa

~~WELCOME~~

THE TOWNHOUSE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE ADOPTED THE FOLLOWING RULES, REGULATIONS AND PROCESS FOR ENFORCEMENT FOR THE BENEFIT OF OWNERS, TENANTS & GUESTS. PLEASE READ & POST IN YOUR UNIT. INTERPRETATION AND ENFORCEMENT OF THESE RULES AND REGULATIONS IS AT THE FULL DISCRETION OF THE BOARD OF DIRECTORS.

TOWNHOUSE EXTERIOR AND GROUNDS

- **Please be considerate of your neighbors** and police yourself. We all share in this property and none of your neighbors want to be given a reason to complain to you or management. No excess noise is allowed at any time. Please keep your property and shared property clean and neat.
- **Garbage and recyclables must be deposited in the appropriate containers** in the main garbage area, located in the gardener's enclosure across from Unit #37. **Please do not leave any items outside of the containers.** No furniture or appliances are allowed to be disposed. No hazardous material including cleaning or paint-petroleum products may be deposited into the dumpsters. Hazardous material, furniture and appliances must be disposed of at a proper collection site by homeowners or residents. Please break down all boxes and/or containers prior to depositing into the recycling dumpster. Please do not leave garbage bags or trash cans outside the units. Monterey Disposal picks up garbage 2 times per week (Monday & Thursday) between 8:00 & 8:30 A.M.
- **Only patio furniture and other outdoor appropriate items should be used on decks and patios.** Decks should not be used to store unsightly clutter. Deck and patio areas must be maintained in clean, neat and orderly condition at all times.
- **Hanging of bedding, towels, clothing, etc., on or over the deck railings is not allowed.**
- **Only outdoor gas grills may be used on any wood patio or deck.** No charcoal grills or open flame "fire pit" device of any kind shall be used on wood decks or below overhangs. Any use of charcoal grills on decks will force a raise in our insurance costs. Please keep grills clean and neat when not in use and in good operating order for safety.
- **Plants, pots, etc. on decks must be raised off of decks on dollies, "feet" or stands** to protect the integrity of the wooden decking material from dampness and mildew. Plants on railings must drain onto the ground below...not onto the wooden railings.
- Do not store firewood on decks or patios. Storing of firewood attracts termites and other pests.
- Please do not feed birds. They soil the decks and the common area, and the food attracts rodents.
- Do not ride bicycles on pedestrian walkways. Roller-skating, skate boarding, wheeled devices and roller blading is not permitted on Association Property.

PETS

- **Please clean up after your animals.** It is not fair to your neighbors or our gardeners if they have to deal with your pets waste.
- **Dogs must be on a leash and accompanied by the owner.** Dogs are not allowed to be left unattended on decks, patios, or in the common area.
- **Barking dogs** are not allowed to be left unattended inside or outside units.

SWIMMING POOL

- **The swimming pool is reserved for the use by owners, tenants and their guests.** No lifeguard is available. Pool use is at swimmer's risk. Children under 14 years old must be accompanied by an adult (age 18 or above).
- Please shower before using the swimming pool.
- **The following are not allowed in the swimming pool enclosure: pets, glass containers of any kind, surfboards, wetsuits, barbecues or open fires**
- **Please leave the swimming pool area neat after use.**

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- Swimming pool use is restricted to the hours between 9:00am and 10:00pm.
- Never use the pool at night if the pool lights are extinguished.
- Board members and/or management reserve the right to refuse use of the swimming pool to anyone for violation of swimming pool rules.

PARKING/VEHICLES

- To eliminate possible crowding, **please use your garage and the space marked with white lines in front of your A unit garage for parking** instead of common area parking that should be available for everyone.
- **Park only in designated parking areas marked with white lines.** Owners/residents may park in front of their garages for a limited timeframe to facilitate immediate pickup and/or delivery or to load or unload vehicles. Areas marked in RED are fire lanes, and provide emergency vehicle access to owner's units. Vehicles parked in RED fire lanes will be towed at owner's expense.
- **No long-term (in excess of 7 days) storing of vehicles is allowed in shared, common area parking spaces. Vehicles stored in common parking areas will be towed at the owner's expense.** Residents may store vehicles in garages as long as the garage door can be closed.
- **Parking electric and hybrid vehicles** in front of B units for the specific purpose of charging is allowed overnight or for limited amounts of time during the day. Once charging is complete, those vehicles must be moved to an open shared parking spot. Vehicles must be parked in a fashion that does not impact neighbor's access to their units, as well as other vehicle movement around the property.
- Parking of the following type vehicles in the common area is prohibited (except for loading/unloading): motor homes, recreation vehicles, campers of any size, boat trailers, buses trucks with one-ton capacity and larger, unlicensed recreational off-road type vehicles and, unlicensed or inoperable vehicles of any type. Parking of the above type of vehicles is allowed in your garage, providing the garage door can be closed.
- No major, on-going vehicle maintenance is allowed in the common area.

CONSTRUCTION AND REMODELING

- **All construction and remodeling of units that includes any changes to the exterior of units including doors, windows, decks, patios and paint must be approved by the architectural committee. Forms for approval can be found on the Parkland website or from the management company (Terra Vista). In general no changes that are visually different from the current construction is allowed.**
- All construction and remodeling should be done with appropriate permits from the City of Monterey Building Department.
- **No visible exterior wiring is allowed.** All cables for internet, television, and telephones must run on the interior of the units or in such a way to be invisible from view. All network providers including Comcast and Dish have been made aware of these rules.
- **Satellite dishes are allowed but must be mounted in a way that is esthetically professional and in a location that is considerate of neighbor's views. When determining where to place dishes, please consider your neighbors and work with them to find a mutually agreeable location. It is recommended that dishes be placed on the second floor so as to avoid blocking neighbor's views. Satellite dishes should be mounted in a way to maintain a clean appearance.**
- All units should be equipped with operating smoke and carbon monoxide alarms to comply with local and state regulations.

EMERGENCYCONTACTS FIRE OR POLICE EMERGENCIES	911
NON-EMERGENCY – POLICE OFFICER NEEDED:	646-3914
POLICE INFORMATION – DAY OR NIGHT:	646-3830
NON-EMERGENCY – COMMUNITY HOSPITAL	621-5311
PARKLAND OF MONTEREY MGMT (Terra Vista)	375-5444

It is imperative that you report ANY property vandalism (including townhome, vehicle or common property) to the police and Management Company (Terra Vista) IMMEDIATELY.

PROCESS FOR ENFORCEMENT

- Any individual seeing an infraction should notify management immediately. Current manager is Bill Phillips, Terra Vista (contact number above).
- Management will investigate and, if warranted notify by phone and /or mail the individual to get corrective action.
- A second “warning” will be issued by mail if needed and a board “hearing” will take place, with the responsible person invited to attend.
- Any fine the board determines will then be levied. At the discretion of the board, the fine can increase over time according to our fine schedule and added to the homeowners account. If not dealt with in the proscribed time, this fine becomes a lien on the property. If necessary, the issue can ultimately be decided in court.
- Fine Schedule: Per occurrence and at the discretion of the board, First warning \$250, Second warning \$250, Third warning \$500.

Item 9B

ALTERNATE DISPUTE RESOLUTION

CIVIL CODE 1354

The California Civil Code pertaining to Common Interest Developments includes a law called Alternate Dispute Resolution (ADR). This law requires that before an association or an Individual owner brings an action for Injunctive relief relating to the enforcement of the governing documents (CC&R's and published rules), the homeowners' association or owner shall first try to submit the matter to (ADR) before starting a lawsuit. Disputes over issues such as non-payment of assessments, persona/Injury claims, or construction defects are not subject to the law's provisions.

Specifically, the law contains the following provisions:

1. Any party to a dispute over enforcement of the governing documents of the associations is required to try first to resolve the problem through some form of ADR.
2. The ADR process can be any form of binding or non-binding arbitration or mediation, as agreed by both parties.
3. The costs of the ADR will be borne by both parties.
4. Either party to a dispute may initiate the process by mailing to the other party a "Request for Resolution."
5. If the parties agree to the ADR, they have 90 days to complete the ADR; time may be extended by written stipulation.
6. If either party rejects the request for ADR, the parties may resort to current legal remedies. However, a court may award attorney's fees against the non-cooperating party.
7. Any "Request for Resolution" sent to a member of an association shall include a copy of the new law.
8. Failure by any member of the association to comply with the pre-filing requirements of Section 1354 of the Civil Code may result in the loss of their rights to sue the association or any other member of the association regarding enforcement of the governing documents.

The complete text of California Civil Code Section 1354 is available from management upon request.

INTERNAL DISPUTE RESOLUTION

SUMMARY OF CALIFORNIA CIVIL CODE SECTION 1363.850

The California Legislature has adopted Civil Code Section 1363.850, effective January 1, 2005, In an attempt to resolve a dispute in a fair, reasonable and expeditious manner between an association and a member to enforce the Davis-Stirling Act, the Corporations Code provisions relating to associations or the association's governing documents. The law requires that you be provided annually with a summary of Its provisions. The following Is such a summary:

Either the association or a member may request In writing that the other side meet and confer In an effort to resolve the dispute.

A member may refuse a request to meet and confer. The Association may not refuse a request to meet and confer: The Board of Directors shall designate a member of the Board and/or other designated appointee to meet and confer. A member of the association may not be charged a fee to participate in the process.

The parties shall meet promptly at a mutually convenient time and place to explain their positions to each other and confer in good faith in an effort to resolve the dispute. If the parties agree on a resolution of the dispute, the agreement must be put In writing and signed by the parties. The agreement is binding and can be enforced by the courts If: a) It is not In conflict with the law or the governing documents, and b) the association's representative had the authority to enter into the settlement or the settlements ratified by the board.

Item 10B

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Approval of Plans: No building, fence, wall, pool, spa, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, trellis, improvement, or structure of any kind shall be commenced, installed, erected, painted or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto, or to the exterior of any residence, until the same has been approved in writing by the Board, or by an Architectural Control Committee appointed by the Board. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc., shall be submitted to the Board or to the Architectural Control Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building set back line. No permission or approval shall be required to repaint in accordance with the original color scheme, or to rebuild in accordance with the original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Committee or the Board, or to rebuild in accordance with plans and specifications previously approved by the Committee or by the Board. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his residence, or to paint the interior of his residence any color desired.

6.2 Architectural Control Committee Action: The Architectural Control Committee shall consist of three (3) members. The Board shall have the power to appoint all of the Architectural Control Committee. Members appointed to the Architectural Control Committee by the Board shall be from the membership of the Association. A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the successor shall be appointed by the Board. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant hereto. In the event the Committee fails to approve or disapprove plans and specifications in writing within sixty (60) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. Approval of plans by the Committee or the Board, shall in no way make the Committee or its members or the Board or its members responsible for or liable for the improvements built after approval of the plans and the Owner whose plans are approved shall defend, indemnify and hold the Committee and the Board, and the members thereof, harmless from any and all liability arising out of such approval. Any additions or alternations approved and completed after the date of this Declaration, shall be maintained by the Owner of the Lot so improved.

6.3 Landscaping: No landscaping of patios or yards or portions of Lots visible from the street or from any Common Area or adjoining Lots shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Architectural Control Committee, or the Board.

6.4 Structural Integrity: Nothing shall be done in or on any Lot or in or on the Common Area which will impair the structural integrity of any building.

6.5 Unauthorized Architectural Changes: Any Owner who implements a change requiring Architectural Control Committee approval per section 6.1 without prior written approval, will be subject to a \$1,000 fine, and/or injunctive relief, at the option of the Board.

6.6 Governmental Approval: Before commencement of any alteration or improvements approved by the Architectural Control Committee, the Owner shall comply with all appropriate governmental laws and regulations. Approval by the Committee does not satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction.



PARK LAND OF MONTEREY, INC.
Del Monte Beach Townhouses

CHANGE APPROVAL REQUEST FORM
FOR
EXTERNAL TOWNHOUSE MODIFICATION

Owner's Name _____, Date _____

Townhouse Unit No. _____

Home address (if different) _____

Telephone number _____

PURPOSE:

Any change to the outside of the Del Monte Beach Townhouses must be approved by the Board of Directors, as set forth in the CC&R's in Paragraph 4 (g) (h) Use of Lots and Common Area; and in the By-Laws in Sec. 13, Paragraphs K and L.

Changes made without such approval of the Board of Directors may be removed and the building returned to its original condition and design, at the Owner's expense.

CONDITIONS:

1. Owner shall submit drawings, descriptions, material lists, etc., sufficient to describe the requested change.
2. Any approval of the change by the Board of Directors shall not take the place of a City Building Permit, which may be required for structural changes.
3. Should this request be approved, all work must be performed substantially in agreement with the submitted plans and specifications, and in the location specified.
4. The work should be completed in a reasonable length of time; when complete, the Board of Directors should be notified in writing, so compliance can be verified.

DESCRIPTION OF PROPOSED CHANGE: _____

(Continue on Page 2)

Order: ZDHN287DF
Address: 9 La Playa St
Order Date: 08-30-2021
Document not for resale
HomeWiseDocs

CHANGE APPROVAL REQUEST FORM FOR EXTERNAL TOWNHOUSE MODIFICATION
PARKLAND OF MONTEREY, INC.,
DEL MONTE BEACH TOWNHOUSES

DRAWINGS SUBMITTED: _____

OTHER DOCUMENTATION SUBMITTED: _____

Owner's Signature

PLEASE SUBMIT COMPLETED APPLICATION TO:
TERRA VISTA HOA MANAGEMENT (831) 375-5444, FAX (831)649-4282
P.O. BOX 1067
MONTEREY, CA 93942

For Board Use:

Board of Directors' Action:
Change Request No. _____

Approved: _____

Disapproved: _____

Meeting Date: _____

Comments: _____

Terra Vista HOA Management

Park Land

HOMEOWNER PROFILE

Please email information to: tvteam@terravistahoa.biz
Questions regarding this form please call 831-375-5444

DATE _____

Property Address _____

UNIT # _____

Property is (circle one): **Owner Occupied** or **Tenant Occupied**

Owner Name(s) _____

Owner Mailing Address _____

Owner Email Address(es) _____

Owner Primary Phone # _____ Name _____

Owner Secondary Phone # _____ Name _____

In case of emergency and you are unable to contact me, please contact:

Emergency contact name _____

Ph # 1 _____ Ph #2 _____

Relationship to owner _____

VEHICLES PARKING ON THE PREMISES

1. Make/Model _____ YR _____ License # _____ Color _____

2. Make/Model _____ YR _____ License # _____ Color _____

Effective January 1, 2020, the newly enacted Senate Bill 323 requires that members email addresses be included as a part of the association's maintained membership list. This list is available to all members upon request. If you would like to "Opt-Out" of this list, check the "Opt-out" box below for "Yes".

☐

Yes, I wish to opt out of the membership list.

Order: ZDHN287DF

Address: 10000 St

Order Date: 08-30-2021

Document not for resale

HomeWiseDocs

Park Land

TENANT PROFILE

Tenant Name _____

Tenant Email Address _____

Tenant Home PH # _____ Tenant Cell PH # _____

Pets (number and type) _____

IF YOU HAVE A RENTAL AGENCY MANAGING YOUR PROPERTY PLEASE COMPLETE THE INFORMATION BELOW.

AGENCY NAME _____

CONTACT PERSON _____ PH # _____

EMAIL _____

LIST TENANT VEHICLES PARKING ON THE PREMISES

1. Make/Model _____ YR _____ License # _____ Color _____

2. Make/Model _____ YR _____ License # _____ Color _____