

**DEER FLATS PARK
HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING
January 23, 2024**

CALL TO ORDER

The meeting was called to order at 7:02pm, and was held electronically via Zoom.

ROLL CALL: Board members present - Vice-President Nancy Edlun, President Sue Chapman, Treasurer/Secretary Rina Tringali, Administrative Assistant Pam Poma, Greenbelt Liaison Christine Cristobal, NCIP Representative Dave Overton was not in attendance. There were five households who joined the Zoom meeting.

APPROVAL OF THE MINUTES: Rina made a motion to approve the minutes from the board meeting held September 19, 2023 and the motion was seconded by Christine, with all members in favor.

OLMSTEAD DEVELOPMENT: The Deer Flats Park Homeowners Association is a non-political entity. The board agreed that all information will be forwarded to each homeowner to enable them to take action as they see fit, but the board will not take a position with this issue.

GREENBELT: Christine reported that her goal is to get a bid from Tope's Tree Service to bring in a masticator (tree grinder) to chip up the fallen tree debris on the Antler and Deer Stalker Path sides and spread it around. Hoping to connect with Cal Fire and have the Gabilan crew this year to help clean up the greenbelt. The board discussed (3) encroachments onto our greenbelt. Two of the encroachments, a driveway and a shed, were built onto our greenbelt by homeowners on Manor Road (bordering, but outside of our neighborhood). The third encroaching structure, a block wall fence, was built by a Deer Flats Park homeowner. The association's attorney will be provided updated information regarding encroachment by these three parties provided by the surveyor. The lawyer will be instructed to move forward with advisory letters to the homeowners regarding potential legal action should the encroachments not be remedied.

NCIP Update: Dave was unable to attend but sent this report: 1) finally heard from the contractor (Bear Electrical) about getting the power to the light fixtures temporarily turned off so he can reconnect the repaired fixture and replace the light that burned out on the front side of the traffic island. 2) Dave will be submitting a project nomination for this year's NCIP cycle to have a "fusible link" (basically an ON/OFF switch) installed between the power source at the streetlight pole and the light fixtures on the island so that in the future we can do our own maintenance of the lighting without having to pay a contractor to turn off the power. 3) If it is not too late and we need him to serve one more year/cycle as the NCIP Representative, he will do so...but does not want to serve another full term. Dave will contact the NCIP coordinator to find out if he is eligible to renew his position for 2024. If so, Dave will need a letter from the Board nominating him as the NCIP Representative. In the meantime, the Board can try to recruit someone to replace Dave, possibly as the Alternate NCIP Representative for 2024 (to learn the ropes).

FINANCIAL UPDATE: Rina reported the checking account as of January 22, 2024 has \$2,178.98 and the savings has \$53,918.56. After the September meeting \$50,000.00 was deposited into a CD for one year at 5.55% with Edward Jones; that account balance is \$50,144.98.

BOARD OF DIRECTORS VACANCIES/EXPIRING TERMS: Three board members' terms are expiring and we need to replace Susan Chapman, President, Rina Tringali, Treasurer, and Dave Overton. Discussed sending a letter requesting volunteers who would be interested in serving on the board, and the voting process...more to come.

COMMUNICATIONS FROM HOMEOWNERS:

- Car break-in on Elk (think it was unlocked)
- Screen window removed for possible break-in on Deer Stalker Path – police called
- Hauling trailer parked on street – referred to the City
- Received the CERT information which was forwarded to all homeowners
- Question about the interest rate for our savings – Rina responded
- Tree issues – forwarded to Christine
- Coyote sightings – email alert sent
- Olmstead Development – all information sent via email

MISC:DATE FOR THE NEXT BOARD MEETING: The next Board of Directors meeting will be held Tuesday, March 19, 2024.

ADJOURNMENT: With no further business the meeting was adjourned at 7:57pm.



ARTICLES OF INCORPORATION
OF THE
DEER FLATS PARK HOMEOWNERS ASSOCIATION

970881
ENDORSED
FILED
in the office of the Secretary of State
of the State of California
DEC 27 1979
MARGARET EGG, Secretary of State
Gloria J. Carroll
Deputy

ARTICLE I

NAME

The name of the corporation (hereinafter called "the Association") is the DEER FLATS PARK HOMEOWNERS ASSOCIATION, ("Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office for the transaction of the business of the Association is located in Monterey County, State of California.

ARTICLE III

GOVERNING LAW

This Association is organized pursuant to the General Nonprofit Corporation Law of the State of California.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION.

The specific primary purpose for which the Association is formed is to provide for management, administration, protection, preservation and maintenance of the Common Area and all of the property within that certain tract of property situated in Monterey, California, and described on the Subdivision Map of Tract No. 856, Deer Flats Park in Rancho Aguajito, City of Monterey, California, filed for record on January 30, 1979 in Volume 13 of Cities and Towns at Page 109, Records of Monterey County, California, and any additions as may hereinafter be brought within the jurisdiction of this Association for this purpose all according to that certain Declaration of Covenants, Conditions and Restrictions hereinafter called the "Declaration" applic-

able to the property and recorded or to be recorded in the Office of the Recorder for the County of Monterey, State of California.

The definition of each term contained in the Declaration is incorporated by reference herein. The general purposes and powers of the Association are to:

A. Perform all of the duties and obligations of the Association as set forth in the Declaration;

B. Fix, levy, collect and enforce payment by any lawful means, of all charges, assessments and fines as set forth in the Declaration;

C. Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

D. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

E. Borrow money and, only with the assent (by vote or written consent) of two-thirds (2/3rds) of each Class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred (provided, however, that each such action shall be subject to the limitation on special assessments contained in Section 4.04 of the Declaration);

F. Dedicate, sell or transfer any or all of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4ths) of each Class of members, agreeing to such dedication, sale or transfer;

G. Participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes, or annex additional residential property and Common Area(s), in accordance with the terms of the Declaration;

H. Have and exercise any and all powers, rights and privileges which a corporation organized under the General Nonprofit Corporation Law of the State of California by law may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of its primary purpose.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Residential Lot which is subject by the Declaration to assessment by the Association shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Grantees and shall not include the Owner. Each Grantee shall be entitled to one vote for each Residential Lot owned. When more than one person holds an interest in any Residential Lot, all such persons shall be members. The vote for such Residential Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Residential Lot.

Class B. The Class B member shall be the Owner who shall be entitled to three votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership;

(b) On the second anniversary date of the original issuance of the most recently issued Public Report for the Subdivided Property, expressly including Unit II thereof as defined in the Declaration; or

(c) On the fourth anniversary date of the original issuance of the Subdivision Public Report for the Subdivided Property, the Map for which is described in Article IV hereof.

Any action by the Association which must have the approval of the members before being undertaken shall require the vote or written assent of at least a majority of each Class of membership during the time that there were two outstanding classes of membership.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) directors who need not be members of the Association until conversion of Class B membership to Class A, after which time all directors must be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
Edward Kaitz	230 Old Adobe Road, Watsonville, CA 95073
F. Lee Malick	2026 Emory St., San Jose, CA 95128
Richard E. Potts	19800 Veronica Dr., Saratoga, CA 95070
John H. Thompson	13705 Howen Dr., Saratoga, CA 95070
Gerald A. Tucker	5905 Freedom Blvd., Aptos, CA 95003

ARTICLE VIII
TAX QUALIFICATION


This Association is intended to qualify as a Homeowners' Association under the applicable provisions of the Internal Revenue Code, and of the Revenue and Taxation Code of the State of California. No part of the net earnings of this organization shall inure to the benefit of any private shareholder or individual, except as expressly provided in those Sections with respect to the acquisition, construction, or provision for management, maintenance, and care of the Association property, and with respect to a rebate of excess membership dues, fees, or assessments. The Association is not organized for the pecuniary gain or profit of the members thereof. In the event of the dissolution, liquidation, or winding-up of the Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association, shall

be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed, or to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

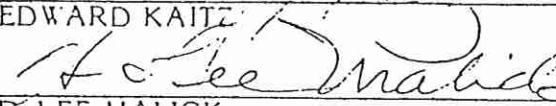
ARTICLE IX
AMENDMENTS

These Articles may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the voting power of the Association which shall include a majority of the votes of members other than Owner, or where the two (2) Class voting structure is still in effect, a majority of each Class of membership. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

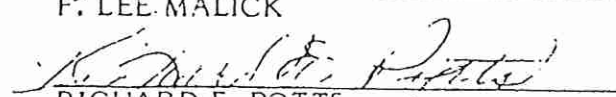
IN WITNESS WHEREOF, FOR THE PURPOSE OF FORMING THIS ASSOCIATION UNDER THE LAWS OF THE STATE OF CALIFORNIA, WE, THE UNDERSIGNED, CONSTITUTING THE INCORPORATORS OF THIS ASSOCIATION, HAVE EXECUTED THESE ARTICLES OF INCORPORATION THIS 27th DAY OF DECEMBER, 1979.



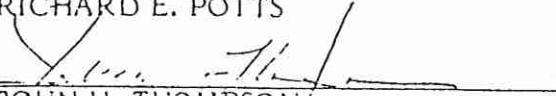
 EDWARD KAITZ



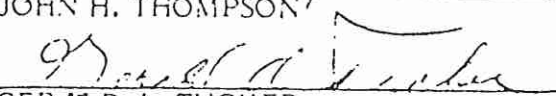
 F. LEE MALICK



 RICHARD E. POTTS

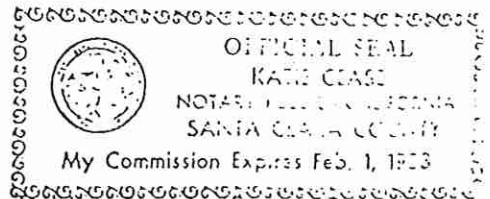


 JOHN H. THOMPSON




 GERALD A. TUCKER

State of California)
) ss.
County of Monterey)



On this 27th day of December, 1979, before me, a Notary Public, for the State of California, duly commissioned and sworn, personally appeared Edward Kaitz, F. Lee Malick, Richard E. Potts, John H. Thompson and Gerald A. Tucker known to me to be the persons whose names are subscribed to the within Articles of Incorporation and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.



 Katie Cease
 Notary Public

DOCUMENT: **2012020191**



Titles: 1/ Pages: 15

Fees....	54.00
Taxes...	
Other...	
AMT PAID	\$54.00

RETURN TO:

Deer Flats Park Homeowners Association
Post Office Box 1492 – Monterey, California 93942-1492

BYLAWS
OF
DEER FLATS PARK HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is DEER FLATS PARK HOMEOWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as “the Association”. The principal office of the Association shall be located at a location selected by the Board of Directors in the City and County of Monterey, California.

ARTICLE II
DEFINITIONS

1. Declaration: shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Recorder for the County of Monterey, State of California on December 12, 2011, Document Number 2011072710.
2. The definitions contained in the Declaration are incorporated by reference herein.

ARTICLE III
MEETING OF MEMBERS AND VOTING

1. Annual Meeting. The annual meeting shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association’s fiscal year.
2. Special Meetings. Special meetings of the Members for any purpose whatsoever, including the election of a new Board of Directors, may be called at any time by a majority of a quorum of the Board of Directors, or upon written request of not less than fifteen percent (15%) of the total voting power of the Membership.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Meetings shall be held within the County of Monterey, State of California, as close as possible to the Subdivided Property.
4. Voting. All voting shall be conducted by secret ballot. Members are entitled to one vote per property lot held. Tenants are not entitled to vote.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

1. Board Membership. The affairs of this Association shall be managed by a Board comprised of an odd number no less than three (3) Directors who must be Members of the Association.
2. Term of Office. Directors shall be elected at each annual meeting of Members to fill the vacancies of those Directors whose term then expires and the term of each Director so elected shall be one (1) year. All Directors shall hold office until their successors are elected.
3. Removal. Unless the entire Board of Directors is removed from office by the vote of the Members of the Association, an individual Director shall not be removed prior to the expiration of his/her term of office except by a vote of the majority of the Membership. In the event of death, resignation or removal of a Director, his/her successor shall be selected by a majority of the remaining Directors and shall serve for the unexpired term of his/her predecessor.
4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.
5. Indemnification of Officers and Directors. Each Director and Officer¹ shall be indemnified by the Association and the Members against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him/her by judgment or settlement in connection with any proceeding to which he/she may be a party, or in which he/she may have become involved, by reason of his/her being or having been a Director or Officer of the Association, except in cases of fraud, gross negligence or bad faith of the Director or Officer in the performance of his/her duties.
6. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

¹ Officers are defined in Article VIII of these Bylaws

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. To facilitate an orderly election of Directors to the Board of Directors, nominations may be made by a nominating committee or individual Members of the Association according to the requirements of the Davis-Stirling Act. A nominating committee shall consist of a Director who shall be the Chairman of the committee, and two (2) or more Members of the Association. A nominating committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members, to serve until the close of such annual meeting.
2. Election. At each election of Directors to the Board, the Members of the Association may cast their ballots for each vacancy. Members may vote as they are entitled under the provision of the Declaration. The persons receiving the largest number of votes up to the number of Directors to be elected shall be elected. Cumulative voting is not permitted. Voting for Directors shall be by secret written ballot.

ARTICLE VI
MEETINGS OF DIRECTORS

1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and at such hour as may be fixed from time to time by resolution of the Board. Notice of the time and place of meetings shall be made to the Members with four (4) days notice by first-class mail or by electronic transmission by the Association or forty-eight (48) hours notice delivered personally or by telephone, including a voice messaging system.
2. Special Meetings. Special meeting of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President. To be held at such place and at such hour as may be fixed from time to time by resolution of the Board. Notice shall specify the time, the place, the nature of business to be considered and be made to the Members with four (4) days notice by first-class mail or by electronic transmission by the corporation, or forty-eight (48) hours notice delivered personally or by telephone, including a voice messaging system.
3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
4. Open Meetings. Regular and special meetings of the Board shall be open to all Members but, Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the vote of a majority of a quorum of the Board.

5. Executive Session. The Board may, with approval of a majority of a quorum of Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved or other business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Duties. It shall be the duty of the Board of Directors to:
 - a. Maintain, protect and preserve the Common Area by enforcing any and all applicable provisions of the Declaration, the Articles and the Bylaws regulating the Deer Flats Park Homeowners Association.
 - b. Procure and maintain any and all types of insurance on behalf of the Association as shall be deemed necessary by the Board.
 - c. Discharge by payment, if necessary, any lien against the Common Area and assess the cost thereof to the Member or Members responsible for the existence of said lien.
 - d. As more fully provided in the Declaration:
 - i. Fix the amount of the annual assessment against each Residential Lot at least thirty (30) days in advance of each annual assessment;
 - ii. Send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - iii. Use Judicial or Nonjudicial Foreclosure means to collect assessments from any Member that has not paid within thirty (30) days after due or bring an action at law against a Member personally obligated to pay the same.
 - e. Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
 - f. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4TH) of the Members who are entitled to vote.
 - g. Supervise all Officers, agents and employees of the Association, and to ensure that their duties are properly performed.
 - h. Cause all Officers or employees having fiscal responsibilities to be bonded, as may be deemed appropriate.

2. Powers. The Board of Directors shall have the power to:
 - a. Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guest, tenants and invitees thereon, and to establish penalties for the infraction thereof.
 - b. Suspend the voting rights of Member and a Member's right to use of the Common Area during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.
 - c. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved by the membership by other provisions of these Bylaws, the Articles, or the Declaration.
 - d. Declare a vacancy on the Board of Directors in the event of a Director's absence from three (3) consecutive regular meeting of the Board of Directors.
 - e. Enter upon any Residential Lot as necessary in connection with the protection, management or maintenance for the benefit of the Common Area.
 - f. Delegate its authority and powers to committees of Officers or employees of the Association.
 - g. Limit the number of Member's guests who may use the Common Area.
 - h. Contract for goods or services in accordance with the Declaration.
 - i. Appoint Officers to serve at the pleasure of the Board, per Article VIII, paragraph 2, of these Bylaws.

3. Prohibited Acts. The Board of Directors shall not take any of the following actions, except with the vote or written consent of the majority of the voting power of the Members:
 - a. Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:
 - i. A management contract the terms of which have been approved by the Federal Housing Administration or Veterans Administration
 - ii. A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
 - iii. Prepaid casualty or liability insurance policies not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured.

- b. Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five (5%) percent of the budgeted gross expenses of the Association of that year.
- c. Selling during any fiscal year property of the Association having an aggregate fair market value greater than five (5%) percent of the budgeted gross expenses of the Association of that year.
- d. Paying compensation to Directors or to Officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Director or Officer to be reimbursed for expenses incurred in carrying on the business of the Association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

1. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President, who shall at all times be Directors, a Secretary and a Treasurer, and such other Officers as the Board may create from time to time by resolution.
2. Appointment of Officers. The appointment of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.²
3. Term. Each Officer of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless the Officer resigns, is removed, or is otherwise disqualified to serve.
4. Special Appointments. The Board may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine, in writing, provided such authority is not in conflict with the Davis-Stirling Act.
5. Resignation and Removal. Any Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. An Officer may not be removed from office without cause pursuant to Article IV, Paragraph 3.
6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he/she replaces.

² Directors are elected by the Members of the Association (i.e. homeowners) to serve on the Board of Directors. Officers are appointed by the Board and serve at the pleasure of the Board. A Director may also serve as an Officer (e.g., President, Vice-President, etc.) but only Directors are entitled to vote on those association business issues that California law and/or the governing documents do not specify must be the subject of a Member vote.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Article VIII, Paragraph 4.
8. Duties. The duties of the Officers are as follows:
 - a. President: The President shall preside at all meetings of the Board of Directors and Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, as approved by the Board of Directors.
 - b. Vice-President: The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other official duties as may be required by the Board.
 - c. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as are required by the Board.
 - d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall prepare and distribute financial statements to each Member as set forth herein; shall cause to be prepared the audit described herein, and when it is required.
 - i. A pro forma operating statement (budget) for each fiscal year shall be distributed to each Member not less than thirty (30) days before the beginning of the fiscal year.
 - ii. A balance sheet and operating statement, shall be made available to each Member thirty (30) days after the close of each quarter. The Association's fiscal year shall begin on the first day of January and end on the 31st day of December of every year. The fiscal year of the Association may be changed by the Board.
 - iii. A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed to each Member within ninety (90) days after the close of a fiscal year.
 - iv. There shall be an external audit by an independent public accountant for fiscal year financial statements (other than budgets) for any fiscal year in which the gross income to the Association exceeds \$150,000. Institutional lenders shall, upon request, receive an audited financial statement within ninety

(90) days following the end of the fiscal year. The foregoing duties may be delegated to a manager appointed by the Board.

ARTICLE IX COMMITTEES

The Board shall appoint a nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint such other committees as are deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

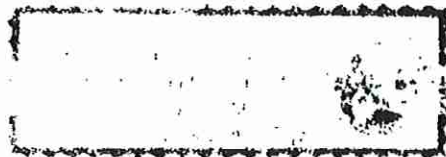
1. Inspection by Members. The membership register, books of account and minutes of meeting of the Board and of committees shall be made available for inspection and copying by any Member of the Association, or by his/her duly appointed representative, at any reasonable time and for a purpose reasonably related to his/her interest as a Member, at the office of the Association or at such other place within the Subdivided Property as the Board shall prescribe.
2. Rules for Inspection. The Board shall establish reasonable rules with respect to:
 - a. Notice to be given to the custodian of the records by the Member desiring to make the inspection;
 - b. Hours and days of the week when such an inspection may be made;
 - c. Payment of the cost of reproducing copies of documents requested by a member.
3. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and document of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make copies of documents.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special Assessments which are secured by a continuing lien upon the property against which the Assessment is made; any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum from the date due until paid, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Residential Lot.

ARTICLE XII
AMENDMENTS

1. These Bylaws and specific clauses may be amended by the affirmative vote of a simple majority of the votes cast by secret ballot by Members in good standing.
2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.




WE, THE UNDERSIGNED, CONSTITUTING THE BOARD OF DIRECTORS OF THE DEER FLATS PARK HOMEOWNERS ASSOCIATION, HAVE EXECUTED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THIS 1ST DAY OF MARCH, 2012.



DIRECTOR/PRESIDENT – DAVID F. OVERTON



DIRECTOR/VICE PRESIDENT – ANDREW SINGER



DIRECTOR/SECRETARY – SHARON GEDRYN



DIRECTOR/TREASURER – JAMES J. ROTTER



DIRECTOR/GREENBELT LIAISON – ROXANNE NOBLE

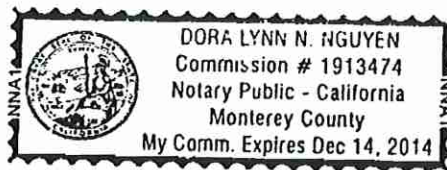
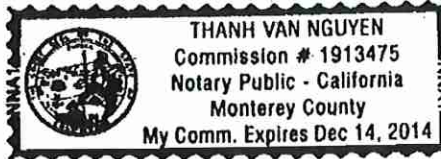
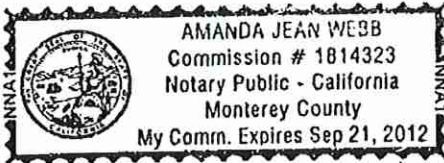
State of California)
) ss.
County of Monterey)

On this 1ST day of March, 2012, before me, a Notary Public, for the State of California, duly commissioned and sworn, personally appeared David Overton, Andy Singer, Sharon Gedryn, Jim Rotter, and Roxanne Noble, known to me to be the persons whose names are subscribed to this Declaration of Covenants, Conditions and Restrictions and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

See attachments

Notary Public



California All-Purpose
Certificate of Acknowledgement

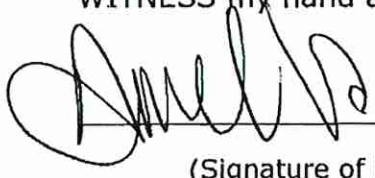
State of California
County of Monterey

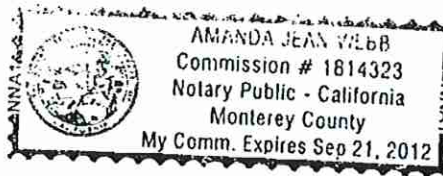
On March 1, 2012 before me Amanda Jean Webb, Notary Public

personally appeared David F. Overton
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and by
his/her/their signature(s) on the instrument the person(s), or entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Signature of Notary)



(Notary Seal)

Additional Optional Information

Title of Document Bylaws of
Deer Flats Park Homeowners

California All-Purpose
Certificate of Acknowledgement

State of California
County of Monterey

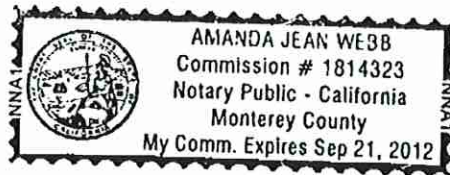
On March 17, 2012 before me Amanda Jean Webb, Notary Public

personally appeared Andrew Singer
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and by
his/~~her/their~~ signature(s) on the instrument the person(s), or entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Signature of Notary)



(Notary Seal)

Additional Optional Information

Title of Document Bylaws of Deer Flats Park
Homeowners

California All-Purpose
Certificate of Acknowledgement

State of California
County of Monterey

On March 13, 2012 before me Dora Lynn N. Nguyen, Notary Public

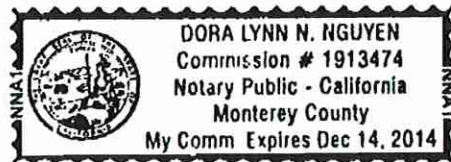
personally appeared Sharon Gedryn
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose
name~~s~~ ~~is~~ are subscribed to the within instrument and acknowledged to me that
he~~/she~~ they executed the same in his~~/her~~ their authorized capacity~~(ies)~~, and by
his~~/her~~ their signature~~s~~ on the instrument the person~~s~~, or entity upon behalf of
which the person~~s~~ acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Signature of Notary)



(Notary Seal)

Additional Optional Information

Title of Document Bylaws of Deer Flats Park Homeowners
Association

California All-Purpose
Certificate of Acknowledgement

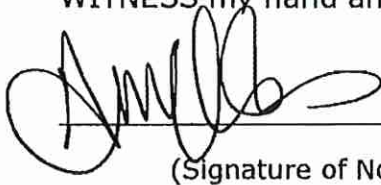
State of California
County of Monterey

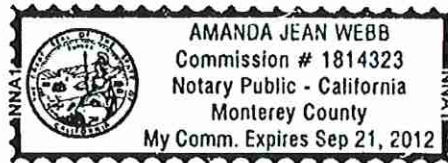
On March 1, 2012 before me Amanda Jean Webb, Notary Public

personally appeared James J. Rotter
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and by
his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Signature of Notary)



(Notary Seal)

Additional Optional Information

Title of Document Bylaws of Deerflats park Homeowners Association

California All-Purpose
Certificate of Acknowledgement

State of California
County of Monterey

On MAR. 05, 2012 before me THANH VAN NGUYEN, Notary Public

personally appeared ROXANNE NOBLE
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and by
~~his/her/their~~ signature(s) on the instrument the person(s), or entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TCN

(Signature of Notary)



(Notary Seal)

Additional Optional Information

Title of Document _____

END OF DOCUMENT

2020020535

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**DEER FLATS PARK HOA
C/O FENTON & KELLER
ATTN ALEX LORCA
PO BOX 791
MONTEREY CA 93942**

**Stephen L. Vagnini
Monterey County Clerk-Recorder**

04/27/2020 02:03 PM

Recorded at the request of:
FENTON & KELLER

Titles: 1 Pages: 23

**Fees: \$163.00
Taxes: \$0.00
AMT PAID: \$163.00**



THIS SPACE FOR RECORDER'S USE ONLY

**FIRST RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Deer Flats Park Homeowners Association
Post Office Box 1492 – Monterey, California 93942-1492

FIRST RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This First Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”) and establishment of protective covenants, restrictions and reservations is made this date, March 28, 2020 by Deer Flats Park Homeowner’s Association, hereinafter called the “Association”:

WITNESSETH:

WHEREAS, the Association is the collective membership of Property Owners of the real property described in Section 1.01; and

WHEREAS, the Association is comprised of said real property in accordance with the Subdivision Map more particularly described in Section 1.01 and it is the desire, and intention of the Association to impose upon the Subdivided Property (as hereinafter

defined) mutually beneficial covenants, conditions and restrictions under a general and common plan for the benefit of said subdivision, all of said Residential Lots and the Property Owners thereof;

NOW, THEREFORE, the Association hereby declares that all of the Subdivided Property is held and shall be held, conveyed, hypothecated, encumbered, sold, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a general plan for the use, improvement and benefit of the Subdivided Property and each Residential Lot therein and are established and agreed upon for the purpose of enhancing the value, attractiveness and desirability thereof.

All limitations, restrictions, covenants and conditions shall run with the Subdivided Property and each Residential Lot therein and shall be binding on and inure to the benefit of the Subdivided Property and each Residential Lot therein and all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of and be binding upon the Association, its successors and assigns.

ARTICLE I **DEFINITIONS**

1.01 **Subdivided Property.** The property subject to this Declaration is commonly known as Deer Flats Park, and is more particularly described as:

“All of the real property described and shown on the Subdivision Map of Tract No. 856, Deer Flats Park in Rancho Aguajito, City of Monterey, California filed for record on January 30, 1979 in Volume 13 of Cities and Towns at Page 109, Records of Monterey County, California.”

1.02 The terms herein shall have the following meaning unless expressly otherwise provided:

- A. “Articles” shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.
- B. “Assessment” shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Subdivided Property which is to be paid by each Property Owner as determined by the Association.
- C. “Association” shall mean and refer to the DEER FLATS PARK HOMEOWNERS' ASSOCIATION, a California nonprofit corporation, its successors and assigns.
- D. “Board” or “Board of Directors” shall mean and refer to the governing body of the Association, selected in accordance with its Bylaws.
- E. “Bylaws” shall mean and refer to the Bylaws of the Association as amended from time to time.
- F. “Common Area” shall mean that portion of the Subdivided Property which is designated and described as Parcel A on the Subdivision MAP, and which is owned by the Association for common use, benefit and enjoyment of the Association and the members thereof.
- G. “Common Expenses” means and includes the actual and estimated expenses of operating the Common Area, maintenance of the greenbelt, or carrying out the duties and powers of the Association, and any reasonable reserve for such purposes, all as found and determined by the Board,

together with all sums designated common expenses by or pursuant to this document.

- H. "Declaration" shall mean and refer to this enabling Declaration, as the same may be changed, modified or amended from time to time as herein provided.
- I. "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.
- J. "Property Owner" shall mean and refer to the current holder of the fee title to the Subdivided Property.
- K. "Person" shall mean a natural person, a corporation, a partnership, a trustee, or other legal entity.
- L. "Residence" shall mean and include all improvements and appurtenances constructed upon any Residential Lot designated on the Subdivision Map.
- M. "Residential Lot" shall mean each lot shown on the Subdivision Map which may be separately conveyed to a Person for residential purposes.
- N. "Single Family Residential Use" means occupancy and use of a Residence for single-family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy single family-residential dwellings.
- O. "Subdivided Property" shall mean all of the real property described in Section 1.01 herein.
- P. "Subdivision Map" shall mean the Subdivision Map of Tract No. 856, Deer

Flats Park in Rancho Aguajito, City of Monterey, California, filed for record on January 30, 1979 in Volume 13 of Cities and Towns at Page 109, Records of Monterey County, California.

ARTICLE II
COMMON AREA

- 2.01 Property Rights. Every Property Owner/Member shall have a right and, easement of, enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Residential Lot, subject to the following provisions:
- A. The right of the Association to suspend the voting rights and right to use of the Common Area by a Property Owner/Member for any period during which any Assessment against his Residential Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association.
 - B. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.
 - C. Any Property Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on that Property Owner's Residential Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

- 3.01 Common Area Management. The management, protection and preservation of the Common Area shall be vested in the Association in accordance with its Bylaws. Property Owners and Members covenant and agree that the administration of the Association shall be in accordance with the provisions of this Declaration, the Articles and Bylaws of the Association.
- 3.02 Membership Qualifications. Property Owners of Residential Lot(s) subject to Assessment shall be a Member of the Association, and shall remain a Member thereof until such time as the Member's ownership ceases for any reason, at which time membership in the Association shall automatically cease. Membership shall be held in accordance with this Declaration and the Articles and Bylaws of the Association.
- 3.03 Membership Transfer. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon sale, transfer or encumbrance of the Residential Lot to which it is appurtenant, and then only to the purchaser or transferee, in the case of a sale or other transfer, or mortgagee, in the case of an encumbrance of such Residential Lot. A mortgagee does not have membership rights until that mortgagee becomes an owner by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. In the event the Property Owner of any Residential Lot should fail or refuse to transfer the membership registered in his name to the purchaser of the seller's Residential Lot, the Association shall have the right to record the transfer upon its books and

thereupon any old membership outstanding in the name of the seller shall be null and void.

3.04 Voting Rights.

- A. The Association shall have one class of voting membership: Class-A. Class-A Members shall all be Property Owners and shall be entitled to one (1) vote for each Residential Lot owned. When more than one Person holds an interest in any Residential Lot, all such Persons shall be Members. The vote for such Residential Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Residential Lot. Any action by the Association which must have the approval of the Members before being undertaken shall require a simple majority of all Members in good standing via votes cast by secret ballot.
- B. The voting right of a Member or Members shall not vest until assessments against the Residential Lot or Lots owned by that Member have been levied by the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

- 4.01 Covenant to Pay. The Property Owner, for each Residential Lot owned within the Subdivided Property, hereby covenants, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges and (2) special Assessments, such assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property

against which each such Assessment is made. Each such Assessment, together with, costs, and reasonable attorney's fees, shall be the personal obligation of the Member who was owner of record title to such property at the time when the Assessment fell due.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivided Property and for the protection, preservation, improvement and maintenance of the Common Area and greenbelt.

4.03 Maximum Annual Assessment. The baseline maximum annual Assessment of \$365.00 per Residential Lot was ratified by the Membership on June 8, 2015.

A. The maximum annual Assessment may be increased or decreased in any one year by no more than twenty percent (20%) above or below the maximum Assessment, by majority vote of the Board.

B. The Board may not, without the vote or written consent of a majority of the voting power of the Association, impose a regular annual Assessment which is more than twenty percent (20%) greater or less than the regular annual Assessment for the immediately preceding fiscal year.

4.04 Special Assessments to Maintain Open Space. In addition to the annual Assessments authorized in this Section, the Association may levy, in any Assessment year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any maintenance, reconstruction, or repair of the Common Area, or for any extraordinary expenses incurred by the Association, provided that Special Assessment(s) shall not exceed an aggregate 10 percent (10%) of the gross

budget of the Association in any given year.

- 4.05 Notice for Any Action Authorized Under Sections 4.03, 4.04. Any action authorized under Sections 4.03 or 4.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting specifying the place, day and hour of the meeting and, in case of a special meeting, the nature of the business to be discussed. Actions shall be approved by a majority of the votes cast at such meeting. Members who are not present in person may vote by secret ballot, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.
- 4.06 Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all Residential Lots and may be collected on a monthly or other periodic basis as established by the Board.
- 4.07 Date of Commencement of Annual Assessments: Due Dates. The annual Assessments provided for herein shall commence as to all Residential Lots on the first day of the month following the conveyance of any Residential Lot to an individual Property Owner. The first annual Assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of

the Association setting forth whether the Assessment on a specified Lot have been paid, and such a certificate shall be conclusive evidence of such payment.

4.08 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the higher rate of twelve percent (12%) per annum or the then maximum legal rate from the due date until paid. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action. No Member may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of a Residential Lot. The Board may temporarily suspend the voting rights of a Member who is in default in payment of any Assessment, after notice and hearing, as provided in the Bylaws.

4.09 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Residential Lot shall not affect the Assessment lien. However, the sale or transfer of any Residential Lot as the result of the exercise of a power of sale or a judicial foreclosure involving a default under the first mortgage or first deed of trust shall extinguish the lien of Assessments which were due and payable prior to the transfer of the Residential Lot. No sale or transfer of a Residential Lot as a result of foreclosure or exercise of power of sale shall relieve the new owner from liability for Assessments thereafter becoming due or from the lien thereof.

ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION

5.01 Duties. In addition to the duties enumerated in its Bylaws, or elsewhere provided for in this Declaration, and without limiting the generality thereof, the Association shall perform the following duties:

- A. Maintenance. The Association shall maintain, protect and preserve all of the Common Area. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of a Member, or his guests, tenants or invitees, the cost of which is not covered by insurance.
- B. Insurance. The Association shall maintain such policy or policies of insurance covering all of the Common Area as may be required by this Declaration, the Bylaws or Articles of Incorporation or as shall be deemed from time to time necessary or desirable by the Board.
- C. Discharge of Liens. The Association shall discharge by payment, if necessary, any lien against the Common Area, and assess the cost thereof to the Member or Members responsible for the existence of such lien.
- D. Assessments. The Association shall fix, levy, collect and enforce the payment of annual Assessments and any special Assessments as provided by this Declaration.
- E. Payment of Expenses. The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges

levied or imposed against the property of the Association.

F. Enforcement. The Association shall enforce this Declaration.

5.02 Powers. In addition to the powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

A. Easements. The Association shall have authority to grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Residential Lots.

B. Adoption of Rules. The Association may adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Area and the conduct of Members and their guests, tenants, or invitees with respect to the property and other Members.

C. Right of Entry and Enforcement. For the purpose of performing the maintenance authorized herein or for any other purpose reasonable related to the performance by the Association or the Board of Directors of their respective responsibilities, the Association's agents or employees shall have the right to enter any portion of the Common Area at reasonable hours. After 24 hours written notice, the Association through its agents and employees, without being liable to any Property Owner, shall have the right to enter upon any Residential Lot for the purpose of enforcing by peaceful means the Declaration, Article or Bylaws, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Property Owner fails to maintain and repair any such area as required by the Declaration.

The Association shall also have the power and authority from time to time and in its own name, on its own behalf, or on behalf of any Property Owner who consents thereto, to commence and maintain actions and lawsuits to restrain and enjoin any breach or threatened breach of the Declaration, Articles or Bylaws, by mandatory injunctions or otherwise.

- D. Assessments, Liens and Fines. The Association shall have the power to levy and collect Assessments in accordance with the provisions of this Declaration. The Association may impose fines or take disciplinary action against any Member for failure to pay Assessments or for violation of any provision of the Homeowner's Association's governing documents. Penalties may include but are not limited to: fines, late fees, temporary suspension of voting rights, or other appropriate legal measures, provided that the Member is given notice and the opportunity to be heard by the Board on the matter.
- E. Enforcement. The Association shall have the authority to enforce this Declaration.
- F. Acquisition of Property. The Association shall have the power to acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; provided, however, that each such action shall be subject to the limitation on special assessments contained in Section 4.04 hereof.
- G. Contracts. The Association shall have the power to contract for goods and

services for the Common Area, facilities and interests or for the Association, subject to limitations elsewhere set forth on the Articles or Bylaws.

- H. Delegation. The Association shall have the power to delegate its authority and powers to committees, officers or employees of the Association.
- I. General Powers. The Association shall have the power to do any and all things that an incorporated non-profit association may lawfully do in operating for the benefit of its Members and without profit to said Association, except as expressly limited by its articles Bylaws and this Declaration; and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the health, comfort and safety or general welfare of the Property Owners of any Residential Lot subject to jurisdiction of the Association, including acquiring and holding title to real property.
- J. Dedication. The Association shall have the power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such condition as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4ths) of voting power of the Membership agreeing to such dedication, sale or transfer.

ARTICLE VI
USE RESTRICTIONS

- 6.01 Use of Property. No commercial business or profession involving significant public traffic shall be performed, offered or advertised from any Residential Lot as specified in Monterey City Code Chapter 38, (“Residential” versus “Commercial” Use Classifications.)
- 6.02 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Lot except for dogs, cats and other domestic pets not kept for any commercial purpose. Members that maintain pets must comply with Monterey City Code, Chapter 6, regarding animal control.
- 6.03 Hunting and Shooting. As provided by Monterey City Code, Chapter 22, no hunting or shooting of firearms shall be permitted on or from the Subdivided Property.
- 6.04 Clotheslines. No Clotheslines or drying yards, which are visible from the roads, adjacent Residential Lots or adjacent areas, shall be maintained on any Residential Lot.
- 6.05 Vehicles. As provided by Monterey City Code, Chapter 20, No commercial vehicles, campers, trailers, boats or similar vehicles or equipment in excess of 20 feet in length and in excess of 6 feet 6 inches in height may be parked, repaired or stored on any street, alley, parking lot, or other public place, or within the front yard area in any residentially-zoned area between the hours of 2:00 a.m. and 6:00 a.m. (except for the purpose of loading or unloading). No off-road motor vehicles shall be operated upon the Subdivided Property. Further, none of the vehicles or

equipment described below shall be parked, stored, or otherwise permitted to remain on or near any Residential Lot (or any portion of the Subdivided Property or the streets within the Subdivided Property which provide access to any Residential Lot), in any location where the same is visible from any Residential Lot, except on a temporary basis not to exceed 72 hours for the purpose of loading or unloading:

- A. Camper trailers, motor homes, mobile homes, or vehicles containing or providing living, sleeping, and cooking facilities.
- B. Boats and/or boat trailers.
- C. Inoperable automobiles.
- D. Vehicles used or maintained for the transportation of persons for hire, compensation or profit, or used or maintained primarily for the transportation of property.

6.06 Antennas. No visible exterior radio or television antenna shall be installed in, on or about any Residential Lot except those protected by the Telecommunications Act of 1996 (e.g., a satellite dish that is less than 39 inches (1 meter) in diameter.) To the maximum extent possible, Property Owners are exhorted to place any such satellite dishes on the hidden side of the roof of any home located on a Residential Lot to mask the satellite dish from public view. Further, the placement of amateur radio antennas (to include those for ham and shortwave radios) must be approved by the Board and in compliance with Monterey City Code, Chapter 38.

6.07 Maintenance. Each Residential Lot shall be cultivated and landscaped and maintained in a neat and orderly appearance and manner free of rubbish, trash

and/or other unsanitary, or unsightly nuisances as defined in Monterey City Code, Chapter 22.

6.08 Setback Requirement. Within the rear and sidelines of each Residential Lot a right-of way five (5) feet in width, as measured from the property line, provided for and is hereby considered in all Deeds to be hereafter delivered. Said right-of-way may be used for the benefit of Property Owners of Residential Lots in the Subdivision for the purpose of the installation and maintenance of utilities and drainage facilities. No structure will be located within the five foot setback area other than eaves, fireplaces, steps, open porches, fences, walks, driveways and decorative appurtenances.

6.09 Single Family Residential Use. The use of any Residence is hereby restricted to Single-Family Residential Use. In no event shall a Residence be occupied by more individuals than permitted by applicable zoning laws or governmental regulations. The Association shall have the right to enforce this provision.

6.10 Nothing in this Declaration shall prevent an Owner from leasing or renting the Owner's Residence or Residential Lot to a tenant. However, any lease or rental agreement shall be in writing, shall comply with all provisions of this Declaration Article VI, all of which shall be deemed incorporated by reference in the lease or rental agreement, and shall specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Failure by an Owner to take legal action, including the institution of proceedings in unlawful detainer against the Owner's tenant who is in violation of this Declaration, the Articles, the Bylaws, or the Association Rules within ten (10) days after receipt of written demand so to do

from the Association, shall entitle the Association to pursue any and all remedies against the tenant that it may take against a defaulting Owner. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be paid by the Owner.

6.11 No Short Term Rental. No Residence or Residential lot may be leased or rented for a period of less than 30 days.

6.12 Common Area Preservation. The greenbelt and other unimproved lots that are deeded to the Association are to be preserved in their natural state with occasional fuel reduction measures taken to guard against forest fires, and plantings of regionally appropriate tree species as necessary to replace dead, dying or diseased trees. Encroachment of the common area is strictly prohibited. This includes plantings not authorized by the Board of Directors, placement of structures (to include fences, walls, outbuildings, etc.) and dumping of garbage or yard waste. Any such encroachment of the greenbelt or other common area shall be prosecuted by the Association against both members and non-members.

ARTICLE VII GENERAL PROVISIONS

7.01 Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no manner be deemed a waiver of the right to do so thereafter. The Association may, from time to time, adopt an enforcement policy

consistent with this section to enforce the provisions of this Declaration.

- 7.02 Schedule of Fines. The Association shall adopt a Schedule of Fines, and have the right to update it from time to time.
- 7.03 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall remain in full force and effect.
- 7.04 Common Plan. The covenants, conditions and restrictions contained in this Declaration are entered into for the benefit of all Property Owners/Association Members in the Subdivided Property, and are enforceable by injunction or action for damages or specific performance by the Association Members and Property Owners in the Subdivided Property.
- 7.05 Attorney Fees. In any action for the enforcement of any of said covenants, conditions or restrictions, whether for injunction, specific performance, damages or forfeiture, the prevailing party shall be entitled to recover reasonable attorneys' fees from the party to such action who fails to prevail, which shall be taxed by the Court as part of the costs. No such action brought or judgment rendered thereon shall be construed as a bar to any action for succeeding breaches.
- 7.06 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivided Property, and shall inure to the benefit of and shall be enforceable by the Association Member(s) or Property Owner(s) of any property subject to this Declaration, the respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date the original Declaration was recorded (January 1980), after which time they shall be

automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the Members has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

7.07 Amendment. This Declaration may be amended only by the affirmative vote by written consent of Members representing a majority of the total voting power of the Association. Any amendment must be recorded in the Recorder's Office on the County of Monterey.

7.08 Condemnation or Destruction. In the event of an award for the taking of any Residential Lot(s) by eminent domain the Property Owner shall be entitled to receive an award for such taking and after acceptance thereof the Property Owner shall be divested of all interest and any mortgages for that Residential Lot upon vacating the property under eminent domain. In the event of the taking of any part of the Common Area by eminent domain the Association shall determine the use of the proceeds of condemnation. In the event of inverse condemnation, any award shall be allocated fairly and proportionately among the Members whose Residential Lots are involved in the inverse condemnation. In the event of destruction or extensive damage to the Common Area, any insurance proceeds or damages payable to the association shall be used by the Association to repair or rebuild the common Area to the extent it is possible to do so.

7.09 Protection for Mortgagees and Title Insurance Companies. The Association shall furnish to any Property Owner of any encumbrance of value on any portion of the

Subdivided Property, or any corporation insuring the lien of such encumbrance, within thirty (30) days after demand therefore a Certificate specifying whether any condition of default of this Declaration exists with respect to the Residential Lot or the requesting Person(s) or the portion of the Subdivided Property subject to the encumbrance of the Property Owner or insured by the corporation. In case a default does exist, the Association shall specify the nature thereof. Such Certificate shall be conclusive as to all persons who rely thereon in good faith.

7.10 Interpretation. Wherever in this Declaration the context so requires, the singular shall include the plural and the masculine and the feminine. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

7.11 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, electronically (email) if so authorized in writing by Member(s), or by postal mail. If delivery is made by mail, the notice shall be deemed to have been delivered 72 hours after a copy of the notice has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. If delivery is authorized and made by email, the notice shall be deemed to have been delivered at the time of transmission. Such addresses, postal and electronic, may be changed from time to time by notice in writing, to the Association. It is the responsibility of the Member to make timely notification of any email and/or postal address changes to the Association.

WE, THE UNDERSIGNED, CONSTITUTING THE BOARD OF DIRECTORS OF THE DEER FLATS PARK HOMEOWNERS ASSOCIATION, HAVE EXECUTED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THIS DAY OF 10 April 2020.

Jeffrey Campen
DIRECTOR/PRESIDENT - JEFFREY CAMPEN

Janine Robinette
DIRECTOR/VICE-PRESIDENT - JANINE ROBINETTE

Carole Cuffman
DIRECTOR/SECRETARY - CAROLE CUFFMAN

Rina Tringali
DIRECTOR/TREASURER - RINA TRINGALI

Christine Christobal
DIRECTOR/GREENBELT LIAISON - CHRISTINE CHRISTOBAL

David Overton
DIRECTOR - DAVID OVERTON

Shannon Koontz
DIRECTOR - SHANNON KOONTZ

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

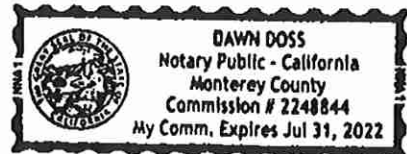
State of California)
County of Monterey)

On April 10, 2020 before me, DAWN DOSS, Notary Public, personally appeared JEFFREY CAMPEN, JANINE ROBINETTE, CAROLE CUFFMAN, RINA TRINGALI, CHRISTINE CHRISTOBAL, DAVID OVERTON, AND SHANNON KOONTZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dawn Doss



**Deer Flats Park Homeowners Association
Annual Meeting Agenda
Saturday April 22, 2023**

10:00am

Meeting Via Zoom

MEETING CALLED TO ORDER

INTRODUCTION OF OFFICERS AND DIRECTORS

BOARD OF DIRECTORS REPORTS

- 1) President's Update
- 2) Neighborhood and Community Improvement Program
- 3) Greenbelt Update
- 4) Treasurer's Report
- 5) Board of Director/Association Responsibilities
- 6) Neighborhood Reminders

NEW BUSINESS

MISCELLANEOUS

- 1) Comments from Membership

ADJOURNMENT

DEER FLATS PARK HOMEOWNERS ASSOCIATION

POLICY STATEMENT 2023

This document serves as the Policy Statement for Deer Flats Park Homeowners Association for Calendar Year 2023 pursuant to Section 5310 of the Davis-Stirling Act.

The following persons are designated to receive official communication for the Deer Flats Park Homeowners Association:

Pamela Poma - Administrative Assistant P.O. Box 1492, Monterey, CA 93942-1492

Susan Chapman - President 5 White Tail Lane, Monterey, CA 93940

Nancy Edlun - Vice President 2 Deer Stalker Path, Monterey, CA 93940

The Homeowner may request the Association to send notices to two different addresses as determined by the homeowner. The homeowner may also request these notices be sent by individual delivery electing to use the United States Postal Office or electronic means. These notices would generally include the annual budget report and any foreclosure or lien notice.

The Association does not have a location to post general notices in the development.

The Association shall provide timely minutes of all Annual meetings and Board of Director meetings to all homeowner and homeowners can request copies of same.

Notice Assessments and Foreclosures -The Association shall comply with section 5730 of the Davis- Stirling Act and sections 4.08,4.09, and 5.02 of the Associations Declarations of Covenants, Conditions, and Restrictions (CC&R's) when handling assessments, foreclosures or liens. Association By-Laws provide assessments to be paid within 30 days after the due date or be subject to a 12% per annum interest penalty. The Association may bring legal action for non-payment and pursue the recovery of the balance owing, interest, and reasonable attorney fees (Article XI Association By-Laws). Homeowners shall be provided at least 30 days prior to the recording of a lien a certified letter detailing the amount to be collected and the lien process to facilitate the resolution of the debt. The homeowner has a right to review the Associations records to verify the debt. The homeowner may request a receipt upon payment of the assessment; may pay under protest; may dispute the debt by submitting a formal request to the Association and the Association shall comply with a fair, reasonable, expeditious resolution process pursuant to Section 5900 of the Davis-Stirling Act. The Association must participate in an alternative dispute resolution process prior to initiating a foreclosure. The homeowner may request a payment plan which may be considered by the Board of Directors at a duly noticed meeting or such action may be delegated to the Associations Administrative Assistant. The Post Office Box referenced above shall serve the purposes of meeting the overnight payment of assessments as provided in section 5655 of the Davis-Stirling Act. The following notice concerning assessment collection practices mandated by the Davis-Stirling Act to be provided in the annual policy statement:

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 non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial 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 (\$1,800.00). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800.00) or more than 12 months delinquent, an association may use judicial or non-judicial 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 non-judicial 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. (Section 5700 through 5720 of the Civil Code, inclusive)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial 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 to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

The Association does not have assessment or collection policies beyond those required by the Davis-Stirling Act and the Association's By-Laws and CC&R's.

The Association adopts the following dispute resolution as outlined in section 5910 and 5965 of the Davis-Stirling Act:

The procedure may be invoked by either party to the dispute. A request invoking the procedure shall be in writing. The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for the association to act on a request invoking the procedure. If the procedure is invoked by the association, the member may elect not to

participate in the procedure. If the member participates but the dispute is resolved other than by agreement of the member, the member shall have a right of appeal to the board. A written resolution, signed by both parties, of a dispute pursuant to the procedure that is not in conflict with the law or the governing documents binds the association and is judicially enforceable. A written agreement, signed by both parties, reached pursuant to the procedure that is not in conflict with the law or the governing documents binds the parties and is judicially enforceable. The procedure shall provide a means by which the member and the association may explain their positions. The member and association may be assisted by an attorney or another person in explaining their positions at their own cost. A member of the association shall not be charged a fee to participate in the process.

"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."

The Association is vested with the responsibility to enforce use restrictions as provided in section 6.01 through 6.12 of the CC&R's including use of property, animals, hunting and shooting, clotheslines, vehicles, antennas, maintenance, setback requirements, and residential single family land use regulations. A fine Schedule has been developed to assist with the enforcement of these provisions and has been approved by the membership during 2020 and is hereby incorporated into the annual policy statement as appended.

Election of Board Members – It is the intent of the Board to adhere to new sections of Davis Stirling (Section 5100 to 5145) dealing with election of Board Members. The Board has developed rules for election of Board Members pursuant to these sections and will adhere to these sections when the need for an election arises. The Election Rules are incorporated as appended.

Document amended and adopted 02/09/21

**DEER FLATS PARK
HOMEOWNERS ASSOCIATION
ANNUAL BUDGET REPORT
2022 and 2023**

This report presents the 2022 Budgeted and Actual Expenditures and Revenues by expenditure category and the resulting Operating Profit/Loss for 2022. The recommended expenditures for each category and the resulting budget are also shown for 2023. The dues in the amount of \$400 for each property will be sufficient to fund the Expenditures for 2023.

The section on Reserves describes the role the Reserves serve in funding major emergency and one-time expenditures. Also in this report is a description of the Insurance policies covering the Deer Flats Park Homeowners Association.

EXPENDITURES			
	Budget 2022	Actual 2022	Budget 2023
Accounting	\$ 500.00	\$ 197.00	\$ 200.00
Administrative Asst	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Office Supplies	\$ 400.00	\$ 1,613.77	\$ 480.00
Postage	\$ 0.00	\$ 120.00	\$ 120.00
Insurance	\$ 5,300.00	\$ 5,789.16	\$ 5,800.00
Legal Fees	\$ 5,000.00	\$ 893.75	\$ 1,000.00
Taxes	\$ 500.00	\$ 251.07	\$ 300.00
Water	\$ 600.00	\$ 540.90	\$ 600.00
Greenbelt	\$ 46,080.00	\$ 50,250.00	\$ 50,000.00
Entrance/Landscaping	\$ 6,000.00	\$ 5,900.00	\$ 6,000.00
Bank Service Charges	\$ 120.00	\$ -0-	\$ -0-
Total Expenditures	\$ 72,000.00	\$ 73,055.65	\$ 72,000.00
REVENUES:			
Dues for 180 Homes (\$72,000.00)	\$ 72,000.00		
Operating Profit (Loss)	\$ (1,055.65)		
Other Income (Exp)	\$ (776.14)		
Net Income (Loss)	\$ (1,831.79)		
OPERATING CASH:			
Union Bank Checking	\$ 6,151.00		
Union Bank Savings	\$101,697.82		
Total Operating Cash	\$107,848.82		
RESERVES			
Money Market Fund (MMF)	\$ -0-		
Money Market Certificate of Deposit	\$ -0-		
Total Reserves	\$ -0-		

Pursuant to the Davis-Stirling Act, the Reserves of the Association are to be used for Common Area major expenditures. The Association's Common Area is the Greenbelt, Front Entrance and several Easements. The Reserve amount ought to be sufficient to fund any emergency expenditure for the Common Area. The Association has determined that the Reserves should be used primarily to reduce the threat of fire danger in the

Greenbelt. To satisfy this requirement, the Board of Directors believes that the ideal reserve level ought to be twice the annual Common Area budget, or \$112,000.00.

The actual Reserve level will continue to be influenced by the cost of the Greenbelt clean-up during this year and next year.

Although we made great progress in removing the large number of trees needing to be removed that were identified several years ago, the storms and Mother Nature have added to that number. For 2023, we are planning to continue removing dead trees or damaged trees using private vendors and the CDF crew if available. The goats will also be used this year for greenbelt clean up and underbrush containment. We trust that with this combination of resources ongoing Greenbelt clean-up will be accomplished in a cost-effective and timely manner. These factors will have a direct impact on the total amount required in the Reserves.

The Board has reviewed costs for 2022 and has determined that the average cost per tree is about \$1,000-\$1,500, due to the larger size of the trees. We have used these costs for planning purposes for 2023.

2023 Reserve Plan for Common Area		
Common Areas	Budgeted Amount	Reserve Amount Needed (twice the Budget)
Front Entrance	\$ 6,000.00	\$ 12,000.00
Maintenance	\$ 4,000.00	
Improvements	\$ 2,000.00	
Greenbelt	\$ 50,000.00	\$100,000.00
TOTAL	\$ 56,000.00	\$112,000.00

With the current Reserves at Zero, we propose to move \$100,000 from the Operating account to the Reserves in 2023, and the additional \$12,000 by 2024 to meet the goal of having twice the amount of the Common Area budgets.

The Association has no outstanding loans or obligations from past years nor does it contemplate such obligations in the future.

Deer Flats Park Homeowners Association Insurance Policies

The following are the Associations insurance policies including name of insurer, type of insurance, policy limits, and amount of deductible:

General Liability: Commercial General Liability Nautilus Insurance Company, 7233 E. Butherus Drive, Scottsdale, AZ 85260 issued by AmWins Access Insurance Services, 18630 Sutter Blvd. Morgan Hill, CA 95037 Term of Policy 7/7/2022 to 7/7/2023; Limits: General Aggregate \$2,000,000, Products and Completed Operations Aggregate is Included, Personal and Advertising Injury \$1,000,000, Each Occurrence \$1,000,000, Fire Damage \$100,000 (each fire), Medical Expense \$5,000 (any one person).

Directors and Officers (Policy #CM000000503-02): Great Divide Insurance Company 7233 E. Butherus Drive Scottsdale AZ 85260; Term of Policy 11/1/2022 to 11/1/2023; Limits: Each Wrongful Act \$1,000,000, Defense Cost Limit \$1,000,000, Aggregate \$2,000,000, Deductibles, \$10,000 each for Liability coverage and for employment practices wrongful act

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



OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

200 Clock Tower Place, Suite E100 • Carmel CA • 93923 • (831) 625-3880 • FAX (866) 550-2794

To: Old Republic Title Company
200 Clock Tower Place, Suite E100
Carmel, CA 93923

Date: March 01, 2024
Escrow No.: 0723019493-KH
Property: 6 White Tail Lane, Monterey, California
93940

HOMEOWNERS ASSOCIATION DEMAND STATEMENT

Please fill out completely

1. Amount of Fee/Dues: \$ 400.00
2. Payments are due on the first day of each calendar year (month, quarter, etc.)
3. Date last payment made: 01-12-24 Date next payment due: 01-01-25
Date paid to: 12/31/24
4. Late charges of: — Accrue After: — Date
5. Is there a transfer fee? No If yes, the amount is \$ _____
6. Is approval of sale required? No
7. If sale, do you require a copy of the recorded deed? No
8. Are there any delinquent amounts due? No Yes ()
If yes, the total delinquent amount due is \$ _____
9. Are there any Special Assessments? No Yes ()
If yes, please complete the following:
A) Total amount due? _____
B) How are Special Assessments paid? _____
C) Can Special Assessments be assumed by buyer? No () Yes ()
10. If the property is covered by a blanket hazard insurance policy please complete the following:
Insurance Company Name and Address: _____
Agent Name, Address and Phone Number: _____
Insurance Policy Number: _____
Annual Premium: \$ _____ Paid to: _____

11. Additional requirements? No (X) Yes ()

If yes, include here: _____

12. Are you aware of any additional Homeowner's Associations affecting subject property? No (X) Yes ()

If yes, please provide the Name and Phone Number of the Management Company:

Deer Flats Park

Homeowners Association

Pam Poma, Administrative Assistant

Phone Number: 831.594.7874

This information is being furnished by: the above

Pamela E. Poma

831.594.7874

Authorized Signor for Association

Phone Number

From: Deer Flats Park HOA
PO Box 1492
Monterey, CA 93942

Mail Payment to:

