

**November 30, 2020**

**To: Del Mesa Carmel Community Association Members**

**Subject: 2021 Pro Forma Budget and Fiscal Policies**

Enclosures: 1) 2021 Budget Summary  
2) Assessment Collection Policy

This Memorandum provides financial information for fiscal year 2021. An overview of the 2021 Budget and 2020 fiscal year financials will be presented at the 2020 Annual Meeting of the Membership held on February 25, 2021.

### **1) Financial Disclosure Requirements**

According to California Civil Code § 5300 & § 5310, the following documents shall be prepared and distributed annually to all community members:

- (a) The Pro Forma Operating Budget of budget summary for the ensuing fiscal year shall be distributed between 30 and 90 days prior to the beginning of the fiscal year. This budget shall include a summary of the Association's reserves based upon the most recent review or study conducted pursuant to California Civil Code §5550.
- (b) A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of its assessments against its members shall be delivered within 30 – 90 days prior to the beginning of the next fiscal year.
- (c) An Audit of the financial statements of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds seventy five thousand dollars (\$75,000). A copy of the audit of the financial statement shall be distributed within 120 days **after** the close of each fiscal year.
- d) Requirements (a) and (b) are forwarded as enclosures (1) and (2). In February 2020, it is anticipated that our accounting firm, Hutchinson and Bloodgood, LLP will conduct a detailed annual audit of the financial

condition of our Association as of December 31, 2020. A copy of that audit will be sent to all Del Mesa homeowners no later than the end of April 2021 in accordance with requirement (c).

## **2) Assessment and Reserve Funding Disclosure Summary for the Fiscal Year Ending 2021**

California Civil Code §5570 (See Enclosure 3 for Supplemental Info)

- a) To satisfy the financial needs of the Association for the fiscal year beginning January 1, 2021 through December 31, 2021, the Board has determined that an 2.9% increase in the monthly Association fees (assessments) is required. Accordingly, the new fees will be:

<b><u>CLASS UNIT</u></b>	<b><u>2021 MONTHLY FEES (\$)</u></b>
<b>A</b>	<b>1,492.41</b>
<b>B</b>	<b>1,664.65</b>
<b>C</b>	<b>1,869.76</b>
<b>D</b>	<b>1,133.19</b>
<b>E</b>	<b>1,597.80</b>
<b>F</b>	<b>1,677.12</b>

**Total Assessment Income: \$5,526,470.34**

- b) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the Board and / or members: **NONE**
- c) Based upon the most recent reserve study and other information available to the Board of Directors, will currently projected reserve account balances be sufficient at the end of each year to meet the Association's obligation for the next 30 years? **YES**
- d) If the answer to (3) is **NO**, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the Board or members? **NOT APPLICABLE**

- e) With the exception of underground main water and sewer lines with more than 30 years remaining useful life, all major components are included in the reserve study, and are included in the calculations.
- f) Based on the method of calculation in Paragraph 4 of subdivision (b) of Section §5570 of the California Civil Code, the estimated amount required in the reserve fund to be fully funded at the end of the current fiscal year is \$5,183,515 based in whole or in part on the last reserve study or update prepared by Applied Reserve Analysis, LLC of San Rafael, CA as of June 2020. The projected reserve fund cash balance at the end of the current fiscal year is \$1,671,242 resulting in the reserves being 32% funded at the end of 2020.
- g) Based on the method of calculation in Paragraph (4) of subdivision (b) of Section §5570 of the California Civil Code, the estimated amount required in the reserve fund in order to be fully funded at the end of each of the next five budget years (2021 - 2025) is \$5,470,783 (2021), \$5,823,315 (2022) \$5,684,566 (2023), \$6,016,389 (2024), \$6,531,346 (2025). The projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues , is \$1,731,181 (2021), \$1,921,695 (2022), \$1,677,836 (2023), \$1,937,444 (2024) \$2,403,587 (2025) leaving 30% funded at the end of 2025. If the reserve funding plan approved by the Association is implemented, the projected reserve fund cash balance in each of those years will be \$1,780,419 (2021), \$2,021,897 (2022), \$1,830,778 (2023), \$2,144,958 (2024) \$2,667,560 (2025) leaving 36% funded at the end of 2025.

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before tax interest rate earned on reserve funds was 0.5 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement cost was 3.0 percent per year.

In conclusion, Del Mesa Carmel's financial position is sound. There are no outstanding loans in accordance with California Civil Code §5300 (b)(8). The budget developed for the next year and the 2.9% increase in assessments is sufficient to cover all projected operating expenses and reserve requirements.

Additionally, our updated reserve study and expenditure plan meets or exceeds all known requirements for the next 30 years. This plan, and adherence to it, will ensure that common area property is well maintained, and that individual property values are protected.

Sound financial management and the protection of each member's investment in Del Mesa will continue to be of paramount importance to your Board of Directors, Finance Committee, and General Manager in the coming year.

**RESERVE FUND STUDY 2021 – 2025 TO BE PLACED HERE**

**ASSESSMENT COLLECTION**  
**Enclosure 2**

- A. Assessments, either regular or special, are billed to the owner by the 10<sup>th</sup> of each month and are due by the last day of the month.
- B. If an assessment is not paid when due, within 10 days after the original due date the General Manager shall informally attempt to collect the assessment.
- C. As assessment that remains unpaid 30 days after the original due date is delinquent, and it is subject to payment of the following charges, costs and interest until the obligation is paid in full.
  - (1) A late charge not exceeding 10% of the delinquent assessment of \$50.00, whichever is less.
  - (2) Reasonable costs and attorney's fees incurred in collecting the delinquent assessment.
  - (3) Interest at an annual rate of 12%, commencing 30 days after the original due date, to be imposed and collected on (a) the assessment itself (b) the late charge on the assessment (c) reasonable costs of collection and (d) reasonable attorney's fees incurred in the collection process
- D. If an assessment remains unpaid 45 days after the original due date the General Manager shall prepare and send the owner a written Notice of Lien in accordance with California Civil Code §5675. The Association may record the lien 31 days after issuing the Notice to the owner.
- E. Subsequently, the debt for the delinquent assessment may be collected through judicial or non-judicial foreclosure following the procedures set forth in California Civil Code §5700 et seq.
- F. Where an assessment remains unpaid for 60 days after the original due date, the Owner, until such assessment and associated charges, costs and interest have been paid in full, shall not be entitled to obtain credit (a) any dining room services or (b) administrative office services for which a fee is collected.

References: (a) Declaration of Protective Restrictions: Article IV, Section 3  
(b) Ground Rules: Section 1, Paragraph 13  
(c) California Civil Code § 5650 & § 5675

## **ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY**

### **SUPPLEMENTAL INFORMATION**

**A. Board of Directors Statement:** In issuing the reserve analysis study summary required by California Civil Code §5565, the Del Mesa Carmel Board of Directors has relied on information, opinions, reports and statements presented to it by a variety of knowledgeable sources pursuant to California's Corporation Code §7731, including professional consultants, reserve study analysts, General Manager, and our Finance Committee. The data contained within the reserve study includes estimates of component replacement values and life expectancies that are subject to change. It is also based on certain assumptions regarding future events. Because the study is a projection over a 30 year period of time, a variety of factors may impact the accuracy of the reserve study and the funds available to meet the Association's obligation for repair and replacement of major components in future years. To ensure that the most accurate information possible is provided to Association members and prospective members, a detailed internal review of the Association's reserve status is conducted annually to update the formal study conducted by a reserve analyst every three years.

**B. Statute Footnotes to California Civil Code §5570 Disclosure Form**

For the purposes of preparing a summary pursuant to this section:

- 1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement
- 2) "Major component" has the meaning used in Section §5570 (b)(2) Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- 3) The form set out in subdivision (a) of the California Civil Code §5570 shall accompany each pro forma operating budget or summary thereof that is

delivered pursuant to this article. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.

- 4) For the purposes of the report and summary, the amount of the reserves that need to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund reserves in accordance with this calculation.

### **STATUTORY NOTICE ASSESSMENT COLLECTION AND FORECLOSURE**

The following notice is provided to all members in accordance with California Civil Code Section §5730(a)

#### **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 a judicial foreclosure, or without court action, often referred to as a non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use the judicial or non-judicial foreclosure to enforce the lien if the amount of the delinquent assessments or fines, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection is less than \$1800.00. For delinquent assessments or dues in excess of \$1800.00 or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section §5705 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. Sections §5600, §5650, and §5705 of the California Civil Code

The association must comply with the requirements of Section §5650 of the California 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.

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 amounts. 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 California Civil Code

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

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

## **PAYMENTS**

When an owner makes a payment, he or she may request a receipt, and the Association is required to provide it. On the receipt, the Association must indicate the date of the payment and the person who received it. The Association must inform owners of a mailing address for overnight payment.  
Section §5655 of the California 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 costs, or monetary penalty imposed as a disciplinary measure, and by doing so, 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 the California Civil Code §5730. In addition, an association may not initiate a foreclosure without



participating in alternative dispute resolution with a neutral third party as set forth in California Civil Code §5930 if so requested by 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 §5730(a) of the California Civil Code

### **MEETING AND PAYMENT PLANS**

An owner of a separate interest that is not a timeshare may request the Association to consider a payment plan to satisfy a delinquent assessment. The Association must inform owners of the standards for payment plans, if any exist. Section §5665 of the California Civil Code

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

### **NOTICE OF BOARD MEETINGS AND RIGHT TO MINUTES OF MEETINGS SCHEDULE OF MONETARY PENALTIES**

Article VII, Section 4 of the Bylaws and Article V, Section 3 of the Declaration of Protective Restrictions (DPR) set forth the procedure for notification, hearing by the Board, and imposition of monetary penalties for the violation of any restriction, condition, or covenant in the DPR or Ground Rules. In the event that any act or omission of a member is determined to be a nuisance under Article V of the DPR, the member causing the nuisance shall be required to pay the cost of declaring such a nuisance, which is deemed to be \$150 for the first citation and doubling for each subsequent citation of the same nuisance, up to a maximum of \$1200 plus the legal costs, if any, incurred by the Association.

## **ASSOCIATION INSURANCE SUMMARY updated 10/28/2019**

This table provides a summary of the coverage and limits of the Del Mesa Carmel Community Association's insurance policies in force as of October 28, 2019. The following information is provided as required by California Civil Code §5300.

<b><u>Policy Type</u></b>	<b><u>Insurer</u></b>	<b><u>Policy Limit</u></b>	<b><u>Deductible</u></b>
Property	Landmark American Ins. Co.	\$ 132,804,705	\$25,000
General Liability	Kinsale Ins Co	\$ 1,000,000/occ (\$2m aggregate)	\$ 2,500
Excess Liability	Greenwich Ins Co	\$25,000,000	N/A
Earthquake	None	0	N/A
Flood	None	0	N/A
Fidelity	Continental Casualty Co	\$ 2,000,000	\$15,000

**“This summary of the Association’s policies of insurance provides only certain information, as required by Section §5300 of the California 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.”**  
**California Civil Code §5300(b)(9)**

### **Insurance Agent:**

**Paul Sullivan**

**3875 Hopyard Road**

**Pleasanton, CA 94588**

**Phone: 925-660-3522 Email: paul.sullivan@ioausa.com**

## **ALTERNATIVE DISPUTE RESOLUTION RIGHTS**

**Ref: California Civil Code §5925 - §5965**

- 1) California Civil Code Section §5930 requires that, before owners or residents of a common interest development and the community association in which they live file lawsuits against each other for declaratory or injunctive relief in connection with a claim for monetary damages under \$5,000 or for enforcing the association's governing documents, the Davis-Stirling Common Interest Development Act or the Nonprofit Mutual Benefit Corporation Law, the filing party shall endeavor to submit the dispute to alternative dispute resolution (ADR). Forms of ADR include mediation, arbitration, and conciliation. The ADR may be binding or non-binding, with voluntary consent of the parties involved. The ADR provision does not apply to the filing of cross-complaints.
- 2) The ADR process is initiated by one party serving a Request for Resolution upon the other party or parties to the dispute. The request must include a brief description of the dispute, a request for ADR, a notice that a response must be received within 30 days or it will be deemed rejected, and a copy of the California Civil Code Sections §5925 through §5965.
- 3) If the individual receiving the request agrees to ADR, the process must be completed within 90 days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a Certificate of Compliance indicating the party has complied with the requirements of Section §5930(b) of the California Civil Code. Failure to do so would be grounds for challenging the lawsuit.
- 4) Although the prevailing party is entitled to reasonable attorney's fees and costs, when making the award the court may consider whether a party's refusal to participate in ADR was appropriate.
- 5) A description of the Association's internal dispute resolution process, as required by California Civil Code Sections §5900-§5920, is provided below.
- 6) Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section §5965(a) of the California Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

- 7) The above is a summary of the law required by California Civil Code. Should any member ever feel that their only remaining recourse in a dispute with the Association is to file a lawsuit, they should consult an attorney as to the proper procedures to be followed.

### **INTERNAL DISPUTE RESOLUTION PROCEDURE**

**Ref: California Civil Code §5900- §5920**

- 1) The following procedure applies to a dispute between Del Mesa Carmel Association and a member involving the rights, duties, or liabilities of either party regarding the Davis-Stirling Common Interest Development Act, the Non-Profit Mutual Benefit Corporation Law, or the governing documents of the Association. Either party to such a dispute may invoke the following procedure required as a prerequisite to an “enforcement action” (litigation).
  - a) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
  - b) A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
  - c) The Board of Directors shall designate a member of the Board to meet and confer.
  - d) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- 2) An agreement reached under this action shall be memorialized in writing and signed by all parties, including the Board designee on behalf of the Association. Such agreement binds the parties and is judicially enforceable if both of the following conditions are satisfied:
  - a) The agreement is not in conflict with law or the governing documents of the Association.
  - b) The agreement is either consistent with the authority granted by the Board of the Directors to its designee or the agreement is ratified by the Board of Directors.
- 3) A member of the Association may not be charged a fee to participate in this process.

## **PROCEDURES FOR ARCHITECTURAL APPROVAL**

- 1) California Civil Code Section §4765 requires that if a community association's governing documents require association approval before an owner may make a physical change to the owner's separate interest or to the common area, the association must notify its member of the procedures for approval each year.
- 2) Del Mesa Ground Rules Section III, specify the procedures for review and approval of changes to the interior or exterior of individual homes, or to the landscaping of the common area that surrounds them. The following changes require submission of a Remodeling Application to the Building and Grounds Committee, and approval by that committee before any work begins: Alteration or change to a unit's attic, bearing walls, exterior walls, columns, sub-flooring, roofs, foundations, central heating, pipes, ducts, flues, conduits, wires, and other utility installations, except the outlets thereof when located within the unit. An application is also required to change the color of outside doors, or to change walkways, stairs, or decks, or to make any change that might affect the structural integrity of the unit or deck, such as the installation of a Jacuzzi, and air conditioning system or exterior tile. Additionally, residents desiring changes to the common area outside their home must submit a Landscape Alteration Request.
- 3) Remodeling Applications and Landscape Alterations Requests are available in the office. The Building and Grounds Committee meets monthly, usually on the third Thursday. The remodeling application of landscape request and accompanying plans must be submitted to the office one week prior to the meeting date to be considered at that month's meeting. The applicant will receive a written response within seven (7) days of the meeting at which the application is considered. Should the application be disapproved, or approved with conditions unsatisfactory to the owner, the owner may submit an appeal to the Board of Directors within thirty (30) days. That appeal will be heard at an open meeting of the Board.
- 4) Specific requirements for approval of applications are contained in Section III of the Ground Rules. Any questions about the application process should be addressed to the office staff, general manager, or chairperson of the Building and Grounds Committee.

## **DINING ROOM MINIMUM USE**

**Ref: (a) Ground Rules; Dining Room Minimum Use Requirement (Page 8)**

- 1) In 1994, a dining room minimum use requirement was enacted to help defray the costs of dining room operations. In addition to collecting additional revenue from those owners who do not use their entire dollar amount minimum by the end of each year, the “minimum” has increased overall patronage resulting in higher total sales. This increased patronage has also created a more lively and enjoyable atmosphere in which to dine.
- 2) Each owner has a full 12-month calendar year to meet the total required minimum for the unit they own. Required Minimums are as follows:

<b><u>UNIT CLASS</u></b>	<b><u>ANNUAL MINIMUM</u></b>	<b><u>MONTHLY AVERAGE</u></b>
All Classes	\$400.00	\$33.33

- 3) This system allows owners who are away from their homes for a significant portion of any month to “catch up” with their accruing total in subsequent months, or plan ahead if they know they will be away from Del Mesa in the latter months of the calendar year. At the end of the year, your dining room minimum will be calculated for the full year: all credits for meals purchased throughout the year will be applied, and the balance due, if any, will appear on your January member’s statement.
- 4) If you have any additional questions, please do not hesitate to contact the office.

## **FAIR HOUSING ADMINISTRATION CERTIFICATION DISCLOSURE**

Beginning January 1 2016, condominium associations must disclose their status as a Federal Housing Administration (FHA) approved and a federal Department of Veterans Affairs (VA) approved condominium project. This only applies to condominium associations not planned developments.

California Civil Code §5300 (b) (10) – (11)

Certification by the Federal Housing Administration may provide benefits to members of an association including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The Association of this common interest development is not certified by the Federal Housing Administration.

## **DEPARTMENT OF VETERANS AFFAIRS CERTIFICATION DISCLOSURE**

Beginning January 1 2016, condominium associations must disclose their status as a federal Department of Veterans Affairs (VA) approved condominium project. This only applies to condominium associations not planned developments. California Civil Code §5300 (b) (10) – (11)

Certification by the VA may provide benefits to members of an association including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The Association of this common interest development is not certified by the VA.