

Montevelle of Scotts Valley
552 Bean Creek Road
Scotts Valley, CA 95066
Phone: 831 438 1309; Email: montevelle@montevelle.org

July 1, 2025

To: Members of Montevelle of Scotts Valley, Inc.

Subject: Annual Policy Disclosures.

Please find the enclosed Annual policy disclosure packets. If you have any questions or concerns please feel free to contact the Montevelle Office.



Carolee Curtin
Board Treasurer

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**Montevelle of Scotts Valley, Inc.
552 Bean Creek Road
Scotts Valley, CA 95066**

1. Official Communications. Civil Code Section 5310(a)(1).

The name and address of the person designated to receive official communications to the Association, pursuant to Section 4035 is:

**Montevelle of Scotts Valley, Inc.
552 Bean Creek Road
Scotts Valley, CA 95066**

2. Specified Addresses. Civil Code Section 5310(a)(2).

Upon receipt of a written request by an owner identifying a secondary address for the purpose of assessment collection notices, the Association shall send additional copies of the following documents to that secondary address: (1) those included in the Annual Budget Report; (2) the documents to be delivered to an owner pertaining to delinquent assessments in Civil Code Section 5300 and following; and (3) the documents to be delivered to an owner pertaining to the foreclosure of a lien in Civil Code Section 5650 and following. The written request must be made by first-class mail, postage prepaid, registered or certified mail, or overnight delivery by an express mail service. The Association does not consent to service by email, facsimile or other electronic means, nor by personal service. The owner may change his/her secondary address at any time, provided that the Association is required to send notices to the indicated secondary address only from the time the Association receives the request.

3. Posting of General Notices. Civil Code Section 5310(a)(3).

The location, if any, designated for posting of a general notice, pursuant to paragraph (3) of subdivision (a) of Section 4045 is Montevelle Mill building, 552 Bean Creek Rd, Scotts Valley, CA 95066.

4. Receipt of General Notices. Civil Code Section 5310(a)(4).

The Association may give certain legal notices to the members through "general delivery" in the newsletter, in billing statements, by posting and in other ways. You have the right to request that such notices be sent to you by the Association by "individual delivery", which includes first-class mail, postage prepaid registered or certified mail, or overnight delivery by an express mail service. Such a request should be sent in writing by first-class mail, postage prepaid to:

**Montevelle of Scotts Valley, Inc.
552 Bean Creek Road
Scotts Valley, CA 95066**

5. Meeting Minutes. Civil Code Section 5310(a)(5).

Please be advised that members of the Association have a right to obtain copies of the minutes of meetings of the Board of Directors. Those minutes may be secured by contacting the Association's property management representatives, at the address indicated above, through a written request, and payment of the reasonable costs of copying. Minutes proposed for adoption that are marked to indicate draft status are also available to members under the same procedure, within thirty (30) days of the meeting. Minutes of executive session meetings of the Board of Directors are not available for distribution.

6. Notice of Assessment Collection Rights. Civil Code Section 5310(a)(6).

"NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

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

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may

not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

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

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

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

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

PAYMENTS

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

An owner may, 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 exist. (Section 5665 of the Civil Code)

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

7. Statement of Policies and Practices in Enforcing Lien Rights.
Civil Code Section 5310(a)(7).

A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments is attached as Exhibit "A".

8. Association Discipline Policy. Civil Code Section 5310(a)(8).

A statement describing the association's discipline policy, if any, including any schedule of penalties for violations of the governing documents pursuant to Section 5850 is attached as Exhibit "B".

9. Dispute Resolution Procedures. Civil Code Section 5310(a)(9).

A summary of dispute resolution procedures, pursuant to Sections 5920 and 5965 is attached as Exhibit "C".

10. Physical Changes to Property. Civil Code Section 5310(a)(10).

A summary of any requirements for association approval of a physical change to property, pursuant to Section 4765 is attached as Exhibit "D"

A copy of the procedure used to review and approve or disapprove a proposed change also is attached hereto as Exhibit "D".

11. Overnight Payment of Assessments. Civil Code Section 5310(a)(11).

The mailing address for overnight payment of assessments, pursuant to Section 5655 is:

**Monteville of Scotts Valley, Inc.
552 Bean Creek Road
Scotts Valley, CA 95066**

12. Other Disclosures. Civil Code Section 5310.

The Association is not a party to any litigation at this time.

13. Homeowner Pricing and Fee Schedule.

The fees and charges to members for certain documents and information are set forth on the Homeowner Pricing & Fee Schedule attached hereto as Exhibit "E"

14. Fair Housing Policy. Government Code Section 12956.1

It is the policy of the Association to not discriminate in the exercise of its powers or duties based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, medical condition, genetic information, national origin, source of income, ancestry, or any other factors which are illegal under California or federal law.

15. Right to Receive Annual Report. Corporations Code Section 8321.

Pursuant to Corporations Code Section 8321, you are hereby notified that you have the right to receive a copy of the annual report upon written request. The report is completed no later than one hundred twenty (120) days after the close of the corporation's fiscal year and contains detail concerning the balance sheet at the end of the fiscal year, the income statement and statement of changes and financial position for the fiscal year, a statement of the place where the names and addresses of the current members are located, together with an accompanying report by the Associations independent accountant if the gross annual income exceeds Seventy-Five Thousand Dollars (\$75,000).

Montevelle of Scotts Valley, Inc.

**Resolution Regarding Imposition of
Fines, Reimbursement Assessments and Other Discipline**

Approved September 25, 2017

Authority and Statement of Purpose

A. Section 7.1 of the Restated Bylaws of Montevelle of Scotts Valley, Inc. (the "Bylaws") provides that the governing body of Montevelle of Scotts Valley, Inc. (the "Association") shall be the Board; and

B. Section 7.3 of the Bylaws and Section 5.5 of the Restated Declaration of Covenants, Conditions and Restrictions of Montevelle of Scotts Valley (the "Declaration") empowers the Board to adopt rules concerning the use of the Development; and

C. Section 11.1(a) of the Declaration authorizes the Board to impose monetary penalties and suspend the voting rights of members subject to the due process requirements imposed by Section 14.1 of the Bylaws; and

D. The Declaration provides in Section 13.3(c) that the Board has the authority to levy reimbursement assessments against Lot Owners for costs incurred by the Association to bring an Owner into compliance or to collect a fine or penalty; and

F. Section 14.2 of the Declaration provides that the Association may bring an action to compel compliance; and

G. For the benefit and welfare of all Association residents, the Board wishes to establish this policy regarding the imposition of fines and other penalties for violation of said Declaration, Bylaws and the Association Rules, that it may equitably and consistently enforce the governing documents.

Now, Therefore, it is resolved that the following Resolution is adopted by the Board as the policies and procedures of the Association concerning enforcement of the governing instruments and the levying of reimbursement assessments, and constitutes the notice and hearing procedure referred to in Section 14.1 of the Bylaws.

Policies and Procedures

1. The Secretary of the Association or the Association's management representative shall maintain in the Association's records evidence that the governing instruments including Bylaws, Declaration and Rules and Regulations published by the Board have been distributed to all homeowners.

2. New rules and any amendments to the rules shall be adopted in accordance with Civil Code Section 4340 and following.

3. The Association shall mail to a homeowner violating the governing documents, (hereinafter "respondent") by first class or return receipt mail, an initial warning letter specifically advising the homeowner of the violation(s), and the manner in which the rule was broken, including specification of dates, times and places of occurrence. The identification of witnesses shall be at the discretion of the Association. The letter also shall warn the Owner that unless the violation ceases, or if further violations occur, a hearing will be held regarding the imposition of a fine. The Association shall maintain in its files any reply correspondence from the respondent and the signed return receipt, if any. This initial notice need not be given in the case of a reimbursement assessment or in the case of violations that are not continuing.

4. If the violation does not cease, or if further violations continue after the initial warning letter, or if the warning letter is not applicable, the Association shall serve on the respondent a fifteen (15) day Notice of Hearing according to Exhibit "A", which is attached to this Resolution. The Notice shall be completed to designate the date, time and place of the hearing regarding the violation and the imposition of a fine or other discipline, including the amount of the fine and/or the nature or other discipline (such as suspension of voting or common area facility usage rights), which will be imposed if no appearance is made at the hearing. The Notice shall state as specifically as possible the provision(s) violated and the dates, times and places of violation(s). If correction is required, the date for compliance shall be included. The designation of witnesses in the notice shall be at the discretion of the Association. The Notice shall include the Owner's right to attend. The Notice shall be served by personal delivery or by registered or first class mail. Proof of the service of the Notice shall be maintained in the Association's records. Service by mail shall be made to the last known address of the Owner as shown on the Association's records. Such proof shall either consist of a completed proof of personal service or else a return receipt signed by the party who is to attend the hearing. The respondent shall be given at least fifteen (15) days advance notice of the hearing. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States Mail with first class postage prepaid, addressed to the Owner's address of record.

5. If the respondent can show reasonable cause as to why he, she or it cannot attend the hearing, and notifies the Board at least forty-eight (48) hours prior to the originally scheduled hearing, and if cause is found by the Board, the Board will reschedule the hearing and deliver notice of the new date at least ten (10) days prior to the rescheduled hearing.

6. Service of the Notice of Hearing shall be accompanied by a Notice of Respondent's Rights and Options which is attached as Exhibit "B" and which states that the respondent may:

a. Object to the Notice upon the ground that it does not state the acts or omissions upon which the Board may proceed;

b. Object to the form of the Notice on the ground that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

c. Admit to the Notice in whole or in part. In such event, the Board will make a determination as to whether it will waive hearing and simply impose penalty, if any, or if it will conduct a hearing to determine appropriate penalty.

Any objection to the form or substance of the Notice shall be considered by the Board within thirty (30) days after receipt. If it is determined by the Board that the objection is insufficient, the Notice will be returned with a letter stating the reason for the rejection of the objection.

7. Unless otherwise provided in this Resolution, the hearing for the imposition of a fine, or other disciplinary action, shall be before a quorum of the Board at a regular or special meeting of the Board.

8. The hearing shall be conducted in executive session, if requested by the member. At the hearing, the presiding officer shall read the notice of hearing, and accept written and oral evidence regarding the violation by the respondent. The respondent shall then have the right to present evidence and arguments in opposition to the claimed violation. The hearing shall be informal. Formal rules of evidence shall not be required. However, the Board may exclude irrelevant, immaterial or unduly repetitious evidence. In addition, the Board may administer an oath or affirmation to any person upon request of either party, or upon its own initiative.

The Board may also expel any person from any hearing for improper, disorderly or contemptuous conduct. The failure of the respondent to appear at the scheduled hearing shall not preclude the Board from receiving evidence from, and hearing arguments concerning, the violations. The Board may make a finding notwithstanding the absence of the respondent if adequate notice has been provided to the respondent.

9. Each party shall have the following rights:

- a. Prior to the hearing, to obtain upon written request the names and addresses of witnesses and to inspect the copies of any statements, writings and investigative reports relevant to the subject matter of the hearing;
- b. To present witnesses;
- c. To present written evidence;
- d. To examine witnesses, documents, reports and statements received by the Association;
- e. To have legal counsel present;

- f. To maintain and preserve, at the party's own expense, a record through the presence of a certified shorthand reporter or other recorder;
- g. To require the hearing to be open to attendance by any member of the Association;
- h. To receive written findings of fact by the Board regarding the violation.
- i. To make opening and closing statements.

Nothing in this Section, however, shall authorize the inspection or copying of any writings or thing which is privileged from disclosure by law, or otherwise made confidential or protected including, but not limited to, the work product of the Association's attorney and the confidential communications between the Association and its attorney. Any party claiming that a request for discovery has not been complied with shall submit a written petition to compel discovery with the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the respondent is entitled.

10. After the presentation of evidence and argument by the Association and the respondent, the Board shall confer in executive session. Within fifteen (15) days following the hearing, the Board shall serve a written communication of its findings on the respondent by first class or return receipt mail. The Board shall make findings by relating the evidence supporting its conclusion that a particular rule was violated. The Board shall include in the findings its determination of the fine(s) or other discipline, if any, which it imposes as a result of any violation it finds, occurred. The Board's decision shall be final.

11. Upon findings by the Board that a violation has occurred, the respondent shall have five (5) days from the date of receipt of the written findings of the Board to comply with the Order, unless a later date is specified in the Order. The following actions may be taken by the Board:

- a. *Monetary Penalties.* The Board may assess reasonable monetary penalties for violations of the Association's s Governing Documents by a Member, Member's Lessee or their respective family, Lot Residents, invitees or guests in accordance with the schedule of fines attached as Exhibit "C". Such Member shall be liable for all costs of collection, including reasonable attorneys' fees, court costs, and related expenses.
- b. *Suspend Common Area Privileges.* Subject to the notice and hearing provisions set forth in the Bylaws, the Board may temporarily suspend the Common Area privileges of Members, Member's Lessees and their respective family, invitees, and guests for failure to comply with the Association's s Governing Documents. Any such suspension shall be for

a period of time not to exceed thirty (30) days for each noncontinuing violation. For continuing violations, the suspension may be imposed for as long as the violation continues.

- c. *Suspend Voting Rights.* Subject to the notice and hearing provisions set forth in the Bylaws, the voting rights of a Member may be suspended for continuing violations of the Governing Documents. Once suspended, a Member's voting rights shall remain suspended until such continuing violation is cured.
- d. The Board shall have the power to levy a reimbursement assessment in accordance with Article 13, Section 13.3(c) of the Declaration. Reimbursement assessments, including monetary penalties imposed as disciplinary measures, may not become a lien against an Owner's Lot enforceable by non-judicial foreclosure proceedings under a power of sale. This restriction does not apply to late payment penalties or interest for delinquent assessments or charges imposed by the Association to reimburse it for loss of interest or collection costs, including reasonable attorney's fees in the collection of delinquent assessments.
- e. *Judicial Enforcement.* A lawsuit for damages and/or injunctive relief may be filed, whether or not the relief sought is for negative or affirmative action.
- f. *Cumulative Remedies.* The respective rights and remedies, provided by these CC&Rs, by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or for the same or different failures of the Members or others to perform or observe any provision of these CC&Rs.
- g. *Failure to Enforce Not a Waiver.* Failure to enforce the Governing Documents, whether by the Board or any Member or other Person entitled to enforce them, shall in no event be deemed a waiver of the right to do so. Waiver or attempted waiver of any provision of these CC&Rs with respect to a given Lot shall not be deemed a waiver as to any other Lot. Additionally, violation of any provision hereof with respect to any Lot or Lots shall not affect the applicability or enforceability of any provision of these CC&Rs to any other Lot.
- h. *Remedy at Law Inadequate.* Remedies at law for violation of the Association's's Governing Documents are inadequate and equitable and injunctive relief may be sought and awarded.

1. *Right to Request Identification.* All Persons using the Association's Common Area facilities may be required to present proper identification when so requested by Directors of the Board or the Association's employees.

J. *Attorneys' Fees.* In the event any party initiates any action or proceeding to enforce or interpret the Governing Documents or California law relating to the Development, the substantially prevailing party shall be awarded reasonable attorneys' fees and costs, including reasonable experts' fees.

12. If there has been no compliance by the homeowner, then a notice of intended collection activities concerning any fine, monetary penalty or reimbursement assessment levied pursuant to this Resolution, must be duly served upon the respondent homeowner. Such collection activities can then be commenced only after five (5) days from service of the notice of intended collection activities on the homeowner.

13. The Association may alternatively, or in conjunction with the other proceedings referred to herein, enforce the Bylaws, Declaration and Association Rules through the internal dispute resolution procedure pursuant to Civil Code Section 5900 and following, and the alternative dispute resolution procedure pursuant to Civil Code Section 5925 and following, or by an action at law, or in equity, independent of any proceedings for enforcement under this Resolution. The Association reserves all rights and remedies provided by law or by the governing documents.

14. This Resolution is not applicable to the levy or collection of regular or special assessments.

Montevelle of Scotts Valley, Inc.

Notice of Hearing

To:

552 Bean Creek Road #
Scotts Valley, CA 95066

The following information sets forth the date, time and location of the meeting of the Board where a hearing will be held concerning the following violations and the disciplinary or other enforcement action that will be imposed by the Board. You have the right to request that this meeting be held in executive session.

- 1.
- 2.
- 3.

Your violation of the above rule(s)/restriction(s) is based upon your conduct as follows:

(Specify in detail conduct, including times, dates, places and witnesses)

Your violation of the above rule(s)/restriction(s) has resulted in the following disciplinary and/or corrective action and/or penalties:

(Specify disciplinary and/or corrective action and/or penalties, such as fines or the suspension of voting and other membership rights, which have been imposed by the Board and have become effective in the event the violation is found to have occurred.)

YOU ARE HEREBY NOTIFIED that your written request for hearing was received by the Board. The hearing concerning the above violation(s) and proposed discipline and/or corrective action will be held:

Date:

Time:

Location:

Montevelle of Scotts Valley, Inc.

Dated: _____

By _____
Signature

Print Name and Title

Exhibit "B"

Notice of Respondent's Rights and Options

Upon receipt of a Notice of Hearing served on the respondent by the Board of Monteville of Scotts Valley, Inc., the respondent may:

- a. Object to the Notice upon the ground that it does not state the acts or omissions upon which the Board may proceed;
- b. Object to the form of the Notice on the ground that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or
- c. Admit to the violation(s) in the Notice in whole or in part. In such event, the Board will make a determination as to whether it will waive hearing and simply impose penalty, if any, or if it will conduct a hearing to determine an appropriate penalty.

Each party shall have the following rights concerning the hearing:

- a. Prior to the hearing, to obtain upon written request the names and addresses of witnesses and to inspect the copies of any statements, writings and investigative reports relevant to the subject matter of the hearing;
- b. To present witnesses;
- c. To present written evidence;
- d. To examine witnesses, documents, reports and statements received by the Association;
- e. To have legal counsel present;
- f. To maintain and preserve, at the party's own expense, a record through the presence of a certified shorthand reporter or other recorder;
- g. To require the hearing to be open to attendance by any member of the Association. The meeting shall ordinarily be held in executive session;
- h. To receive written findings of fact by the Board regarding the violation.
- i. To make an opening statement and closing argument.

Exhibit “C”

Fine Schedule

1 st Violation	Warning or fine up to \$200
2 nd Violation (same offense)	Fine \$50 to \$200
3 rd Violation (same offense)	Fine \$100 to \$300
Additional Violations (same offense)	Fine up to \$400
Safety Violation	Warning or fine up to \$500
Continuing Violation	Daily fines until cured
Suspension	Common area privileges may also be suspended
Assessment	May be levied to reimburse Association expenses

If fines are not paid in full within ninety (90) calendar days, a lien may be imposed against the property. The Board of Directors may also revoke the privilege of the resident using any of the common area facilities.

0 users kathy documents montevelle (8.15.17)

ADR SUMMARY
Summary of
Civil Code 5925-5965

Sections 5925 to 5965 of the Civil Code require that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the association's governing documents, the filing party "shall endeavor" to submit the dispute to alternative dispute resolution ("ADR"). Forms of ADR include mediation, negotiation, and binding or nonbinding arbitration. This provision does not apply to the filing of cross-complaints.

The ADR process is initiated by one party serving a request for resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code Sections 5925 to 5965.

If the individual receiving the request agrees to ADR, the process must be completed within ninety (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 Sections 5925 to 5965. Failing to do so would be grounds for challenging the lawsuit.

Although the prevailing party is entitled to reasonable attorneys' fees and costs, the court may consider a party's refusal to participate in ADR when making the award.

A description of the Association's internal dispute resolution process, as required by Civil Code Section 5920, is attached.

IRD SUMMARY

Summary of

Civil Code 5920

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.

(3) The board shall designate a director to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

Written Resolution. Any agreement resolving the dispute must be in writing and signed by both parties. The agreement cannot conflict with the law or governing documents and within the authority of the board. (**Civ. Code §5915(c).**)

"Appealing" a Penalty. There is no specific appeals procedure described in the Davis-Stirling Act for penalties imposed by an association against a member for violation of the rules and regulations. However, the IDR procedures described above could be used to appeal a decision since a meet and confer is mandatory if requested by a member. When it comes to ADR (mediation and arbitration), the association has no obligation to accept a request for ADR. If, however, the member is planning to sue the association, the member may be obligated to request ADR before filing suit, at which point the association should accept the request for ADR.

MONTEVALLE ARCHITECTURAL GUIDELINES

Purpose

The Park Service Foreman and Community Manager support the Board of Directors in making aesthetic decisions about what is appropriate for the community.

This document is intended to provide detailed guidance to Monteville owners about the criteria the Community Manager/Park Service Forman uses for approval of exterior projects, (excluding plantings), and notification of neighbors. The CC&Rs provide general guidance in this area. Variation in what is approved occurs because each lot in Monteville is unique, differing in size, terrain, elevation and view.

General Guidance and Definitions

General guidance is provided in Monteville's CC&Rs Articles 4 and 10, and should be referred to before undertaking any projects.

All neighbors must receive a curtesy notification BEFORE the work starts if a lot is in close view and/or is adjacent to the property, which includes neighbors who will be impacted by the project because of view, noise, dust and other disturbances must be notified about the project before the application is submitted to the Monteville Office with exception of "if you are unable to reach a neighbor in person, please contact them by phone and or leave a note in their mailbox". Neighbor's notification is not an approval of the project, just a courtesy.

Forms can be obtained in the bin on the bulletin board in the Mill hallway across from the mail room.

The work hours for contractors and other service providers are Monday-Saturday, 8:00 a.m. to 5:00 p.m., except holidays: New Year's Day, Easter, Fourth of July, Thanksgiving and Christmas (CC&Rs: 10.26) Homeowners may also work on Sundays and holidays, but must limit the noise (CC&Rs: 10.26).

Application for MINOR Work Includes:

- 1) Exterior painting of a different color (color samples, 2' x 2' for body color and 2' x 4" for trim must be submitted with application).
- 2) Replacement of same size doors, shutters, windows, and awnings.
- 3) New gutters and new or replacement of skylights.
- 4) New or replacement of decks, porches, patio covers, skirting and gazebos.
- 5) Fences and retaining walls.
- 6) Stairs, lifts, and elevators.
- 7) Driveways and sidewalks.
- 8) Air conditioners, antennas, and dishes.
- 9) Roof repairs or replacement.

Fences:

Front yard fences: Must be approved by the Board of Directors and should be of an unobtrusive, see-through fabrication, no more than three feet high, with a five-foot setback from the edge of the property.

Side fences:

- Minimum five-foot setback from the front edge of the property and a maximum of 3 three feet in height for the first eleven feet from the front edge of the property. Side fences may not exceed six feet in height from the ground.

Rear fences:

-Maximum height of six feet from the ground.

Skirting

The area between the bottom of the manufactured home and the ground must be covered in a material that will keep out animals.

Application for MAJOR Work:

- 1) Exterior remodeling (e.g. different size windows and doors, new siding), etc.
- 2) Demolition or removal of current home.
- 3) Additions of existing square footage.
- 4) Solar system installations
- 5) Installation of a new home.
- 6) Driveway, adding square footage.

All applications for major work, as well as all changes to plans, must be approved by the Park Service Foreman and Community Manager and/or the Board of Directors.

A Major Remodel / New Home Agreement must be signed and deposit received in addition to the application.

- Owner may be required to have a survey of the property by a licensed California engineer/surveyor. All corners of the property must be marked with permanent pins and with flags. All utility locations, easements and sewer laterals must be clearly marked.
- Owner shall provide a brief description of the proposed work and shall provide 2 copies of scaled drawings. Include dimensions on existing and new plot plans, setbacks, elevations (including foundation dimensions above and below ground), drainage plan, driveways, paved areas, decking and other descriptive information.
- Drawings must be stamped approved by the Community Manager/Park Foreman and BOD before submittal to the City of Scotts Valley for a building permit. Any changes to the original plans must be approved by the Architectural Committee and BOD before resubmitting to the City of Scotts Valley.

Any changes to the original plans must be approved by the **Park Service Foreman, Community Manager and Board of Directors before resubmitting to the City of Scotts Valley.**

- Project start times are defined when the applicant or contractor starts work on the site, after applicable permits have been obtained and copies have been provided to the Monteville Office.
- Provide color samples and/or other descriptive information on textures/materials.
- The Park Service Foreman may request that story poles to be installed for visual appearance.
- Roof height no higher than 14 feet from subfloor.
- After Board approval, plans must be placed on the community bulletin board for 2 weeks.
- In the event a neighbor has an issue with the plans the owner may contact the Monteville Office in order to arrange a meeting with the owner, neighbor, Park Service Foreman and Community Manager to discuss issue.
- Each extension granted is for 4 ½ months. The extension involves only the exterior completion of the home.

Demolition/Removal of Home

In order to make room for a new manufactured home, the present home may be removed or demolished. The owner is responsible for any and all damage incurred during demolition or removal.

Installation of New Manufactured Homes:

A manufactured home must be bought from an authorized dealer in California and meet CC&R 10.22 e and f.

Montevelle of Scotts Valley

552 Bean Creek Road
Scotts Valley, CA 95066
Phone: 831 438 1309; Fax: 831 438 4238

**Montevelle of Scotts Valley, Inc.
Homeowner Pricing & Fee schedule July 2024.**

Escrow packages: \$ 348.00 Transfer fee will be charged for all homes sold in Montevelle of Scotts Valley, Inc.

Replacement key card: \$ 25.00 per card.

- If a member loses the key card, a charge of \$25.00 will be applied to replace. When selling a home, when homes are sold a transfer fee of 25.00 will be charged through escrow to cover the admin cost of updating computer and lock system.

Copy cost:

- \$0.10 Black and White per page.
- \$0.25 Color per page.
- Faxes - \$2.00 for the first page and \$1.00 per page after.
- Replacement cost for lost monthly assessment envelope. \$1.00 charge for replacement of lost pink assessment envelope.

Monteville Emergency Medical Response Plan
For Mill and Lodge

07/01/2025

All Medical Emergencies Call 9-1-1 first

Unconscious person:

Determine unresponsiveness:

Tap and Shout "Are you OK?"

If no response:

**Call 9-1-1. (Also send another person outside to wait for
emergency response vehicle)**

Announce: "Emergency Responder Needed"

**If none on site, call name from posted list of
Monteville Emergency Responders. (Anyone with
CPR/AED training may use the AED.)**

**Take defibrillator to site. (Cabinet is alarmed.) If
possible, start chest compressions while waiting for
Monteville Emergency Responder.**

Monteville Responder duties:

Confirm 9-1-1 called

Check for unconsciousness

Briefly check breathing

Prepare victim for AED use and follow training

Post Incident Procedure

Document times and actions in log book and sign.

If AED used, report to Medical Consultant and County EMS.

**Meet with Safety & Emergency Preparedness Committee for post-event
critique.**

If AED was used, must replace battery/pads pack.

II. Initial and Yearly Education of Monteville Residents

**(This information (page 2) and above procedures (page I) are to be
updated as needed and yearly distributed to each residence
and posted on the bulletin board.)**

**If there is a medical emergency, ALWAYS first call 9-1-1 and describe the
problem.**

For an unconscious person (lying quietly and not responding to tapping or shouting) follow above procedures. Directions are posted on the wall between the upstairs bathrooms in the Mill. These rules also refer to the use of an Automated External Defibrillator (AED). There is now an AED located on the wall, in the upstairs of the Mill. It is in an alarmed cabinet. For large events at the Lodge, the defibrillator, including directions and names of responders, may be taken to the Lodge. Several Monteville residents have had special training to help with an unconscious person and to use an AED, if needed. They are called "Monteville Emergency Responders". There is a list with phone numbers, located by the defibrillator. These specially-trained persons will help UNTIL the fire department and/or ambulance arrive. Anyone else with training may use the AED.

Note:

This defibrillator is not to be removed from the Mill except for use during a large event at the Lodge and with permission from the Safety & Emergency Preparedness Committee. The AED and posted information must be returned to the Mill immediately after such an event.

Supervision by the Safety & Emergency Preparedness Committee