



CREEKSIDE CABAÑA CLUB

**2020
Annual Budget Report**

ANNUAL BUDGET REPORT

Enclosed is a copy of the 2020 Operating Budget and other documents necessary to complete the Annual Budget Report. The board approved a budget with no increase to your annual assessments. Effective April 1, 2020 your annual assessment will remain \$360.

In compliance with California Civil Code Section 5300, the Annual Budget Report must include all the following attachments and statements:

1. A pro forma operating budget, showing the estimated revenue and expenses on an accrual basis. (See pages 3-4)

2. A summary of the association's reserves, prepared pursuant to [Section 5565](#). **Note:** *The association is awaiting a new reserve study, the reserve study is not complete and does not accompany this budget report. As soon as it is available it will be distributed to all members*

3. A summary of the reserve funding plan adopted by the board, as specified in paragraph (5) of subdivision (b) of [Section 5550](#). The summary shall include notice to members that the full reserve study plan is available upon request, and the association shall provide the full reserve plan to any member upon request. **Note:** *see above note.*

4. A statement as to whether the board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement. **Note:** *See above note.*

5. A statement as to whether the board, consistent with the reserve funding plan adopted pursuant to [Section 5560](#), has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor. If so, the statement shall also set out the estimated amount, commencement date, and duration of the assessment. **Note:** *see above note.*

6. A statement as to the mechanism or mechanisms by which the board will fund reserves to repair or replace major components, including assessments, borrowing, use of other assets, deferral of selected replacements or repairs, or alternative mechanisms. **Note:** *The board will use all mechanisms available to continue to repair and replace major components when needed.*

7. A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components that the association is obligated to maintain. The statement shall include, but need not be limited to, reserve calculations made using the formula described in paragraph (4) of subdivision (b) of [Section 5570](#), and may not assume a rate of return on cash reserves in excess of 2 percent above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made. **Note:** *See above note.*

Owners must remember that reserve funding is based upon best known estimates. If the component fails earlier or costs significantly more than budgeted the association would need to impose special or additional assessments.

8. A statement as to whether the association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired. ***Note: Currently there are no loans on the books of the association.***

9. A summary of the association's property, general liability, earthquake, flood, and fidelity insurance policies. For each policy, the summary shall include the name of the insurer, the type of insurance, the policy limit, and the amount of the deductible, if any. To the extent that any of the required information is specified in the insurance policy declaration page, the association may meet its obligation to disclose that information by making copies of that page and distributing it with the annual budget report. **(See pages 5-9)**

10. When the common interest development is a condominium project, a statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form. **(See page 10) Note: FHA does not require approval of a Planned Unit Development (PUD) as a precondition for placing FHA mortgage insurance on a dwelling located in the development**

11. When the common interest development is a condominium project, a statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form **(See page 11) Note: There are VA requirements applicable to all properties located in either a PUD or condominium. Condominiums (but not PUDs) must be approved by VA before any lots or units in the project are eligible for VA loan guaranty.**

12. A copy of the completed "Charges for Documents Provided" disclosure identified in Section 4528. For purposes of this section, "completed" means that the "Fee for Document" section of the form individually identifies the costs associated with providing each document listed on the form. **(See pages 12-14)**

Mailed with this report is a separate document titled Annual Policy Statement. Please take time to read and become familiar with that document.

Sincerely,

Board of Directors

Creekside Cabana Club

Fiscal Year End December 31, 2020

Approved 2020 Budget

		Current 2019 Annual Budget	Projected 2019 Annual	Approved 2020 Annual Budget	Approved Monthly Budget	Approved Per Unit Annual
R E V E N U E						
OPERATING REVENUE						
41010	Owners' Annual Assessments	\$ 159,840.00	\$ 159,840.00	\$ 159,840.00	\$ 13,320.00	\$ 360.00
41015	Associate Memberships	49,950.00	47,700.00	49,950.00	4,162.50	112.50
41040	Interest Billed	2,950.00	10,000.00	2,950.00	245.83	6.64
41060	Operating Interest Earned	50.00	68.35	50.00	4.17	0.11
	SUBTOTAL	<u>\$ 212,790.00</u>	<u>\$ 217,608.35</u>	<u>\$ 212,790.00</u>	<u>\$ 17,732.50</u>	<u>\$ 479.26</u>
MISCELLANEOUS REVENUE						
43950	Facility Event Rentals	\$ 45,000.00	\$ 36,499.50	\$ 48,000.00	\$ 4,000.00	\$ 108.11
43955	Concessions	4,800.00	4,611.75	4,600.00	383.33	10.36
43965	Guest Fees	3,800.00	3,538.50	3,500.00	291.67	7.88
43970	Swim Team Payroll Offset	22,225.00	-	36,000.00	3,000.00	81.08
43975	Swim Lessons	33,000.00	30,000.00	28,000.00	2,333.33	63.06
43980	Newsletter Advertising	375.00	855.00	650.00	54.17	1.46
43990	Miscellaneous	200.00	925.00	200.00	16.67	0.45
	SUBTOTAL	<u>\$ 109,400.00</u>	<u>\$ 76,429.75</u>	<u>\$ 120,950.00</u>	<u>\$ 10,079.17</u>	<u>\$ 272.41</u>
TRANSFER TO FUND ACCOUNTS						
49010	(Current Reserve Funding)	\$ (27,207.00)	\$ (27,207.00)	\$ (15,144.00)	\$ (1,262.00)	\$ (34.11)
	SUBTOTAL	<u>\$ (27,207.00)</u>	<u>\$ (27,207.00)</u>	<u>\$ (15,144.00)</u>	<u>\$ (1,262.00)</u>	<u>\$ (34.11)</u>
	NET OPERATING REVENUE	<u>\$ 294,983.00</u>	<u>\$ 266,831.10</u>	<u>\$ 318,596.00</u>	<u>\$ 26,549.67</u>	<u>\$ 717.56</u>

Creekside Cabana Club

Fiscal Year End December 31, 2020

Approved 2020 Budget

		Current 2019 Annual Budget	Projected 2019 Annual	Approved 2020 Annual Budget	Approved Monthly Budget	Approved Per Unit Annual
EXPENSES						
ADMINISTRATIVE EXPENSES						
50000	Fidelity Insurance	\$ 450.00	\$ -	\$ 450.00	\$ 37.50	\$ 1.01
50010	Association Insurance	13,426.00	13,603.00	13,603.00	1,133.58	30.64
50011	W/C Insurance	3,000.00	2,833.00	2,850.00	237.50	6.42
50012	Postage & Mailings	-	833.00	850.00	70.83	1.91
50014	Copies & Printing	750.00	366.34	375.00	31.25	0.84
50016	Onsite Office Supplies	-	1,034.00	1,050.00	87.50	2.36
50021	Banking, Finance & Late Fees	500.00	156.75	200.00	16.67	0.45
50022	CPA Services	2,000.00	-	2,000.00	166.67	4.50
50023	State & Federal Taxes	12,000.00	-	12,000.00	1,000.00	27.03
50024	California Corporation Fees	45.00	-	45.00	3.75	0.10
50025	Employee Compensation	103,900.00	126,171.00	134,431.00	11,202.58	302.77
50026	Employer Payroll Taxes	11,650.00	14,209.00	14,000.00	1,166.67	31.53
50027	Rental Commission (25%)	-	6,800.00	-	-	-
50029	Payroll Processing	2,125.00	264.00	275.00	22.92	0.62
50030	Financial Management Contract	9,540.00	9,540.00	9,924.00	827.00	22.35
50034	Misc. Financial Services	600.00	710.62	775.00	64.58	1.75
50036	Storage Fees	300.00	-	-	-	-
50039	Collections Services	-	1,455.00	1,200.00	100.00	2.70
50040	Legal Services	1,200.00	997.50	1,200.00	100.00	2.70
50041	IT Services & Software	325.00	250.00	325.00	27.08	0.73
50043	Annual Budget Preparation	1,200.00	1,200.00	1,200.00	100.00	2.70
50046	Meetings & Community Events	500.00	-	500.00	41.67	1.13
50047	Newsletters	11,100.00	12,796.03	12,800.00	1,066.67	28.83
50050	Bad Debt	9,000.00	1,147.50	9,000.00	750.00	20.27
50090	Administrative Incidentals	2,000.00	300.00	500.00	41.67	1.13
	SUBTOTAL	\$ 185,611.00	\$ 194,666.74	\$ 219,553.00	\$ 18,296.09	\$ 494.49
BUILDING REPAIRS & MAINTENANCE						
51000	Commercial Cleaning	\$ 3,600.00	\$ 4,800.00	\$ 4,800.00	\$ 400.00	\$ 10.81
51011	Misc Cleaning & Supplies	3,000.00	1,810.00	2,000.00	166.67	4.50
51030	Fire System Services	2,520.00	903.10	2,520.00	210.00	5.68
51040	Common Area Maintenance	8,000.00	3,194.25	5,000.00	416.67	11.26
	SUBTOTAL	\$ 17,120.00	\$ 10,707.35	\$ 14,320.00	\$ 1,193.34	\$ 32.25
GROUNDS REPAIRS & MAINTENANCE						
51210	Landscape Maintenance	\$ 11,100.00	\$ 11,100.00	\$ 11,100.00	\$ 925.00	\$ 25.00
51214	Irrigation Maintenance	500.00	-	500.00	41.67	1.13
51215	Tree Maintenance	1,000.00	572.00	1,000.00	83.33	2.25
	SUBTOTAL	\$ 12,600.00	\$ 11,672.00	\$ 12,600.00	\$ 1,050.00	\$ 28.38
UTILITIES EXPENSE						
55010	Gas	\$ 7,200.00	\$ 9,054.00	\$ 6,006.00	\$ 500.50	\$ 13.53
55012	Electricity	23,800.00	14,258.00	18,019.00	1,501.58	40.58
55014	Water Services	9,087.00	7,160.00	7,660.00	638.33	17.25
55016	Garbage	6,834.60	5,300.00	5,300.00	441.67	11.94
55020	Communication Lines	2,130.00	1,493.00	1,538.00	128.17	3.46
	SUBTOTAL	\$ 49,051.60	\$ 37,265.00	\$ 38,523.00	\$ 3,210.25	\$ 86.76
	TOTAL EXPENSES	\$ 264,382.60	\$ 254,311.09	\$ 284,996.00	\$ 23,749.68	\$ 641.88
	NET INCOME (LOSS) BEFORE TAXES	\$ 30,600.40	\$ 12,520.01	\$ 33,600.00	\$ 2,799.99	\$ 75.68

4/13/2019

Creekside Cabana Club
Civil Code 5300(b)(9) Disclosure Summary Form

**Property: Philadelphia Indemnity Insurance Company: 4/16/2019 - 4/16/2020
\$1,019,366 Blanketed Common Area Property Limit with a \$1,000 Deductible.
Includes \$20,000 in Business Personal Property coverage.

General Liability: Philadelphia Indemnity Insurance Company: 4/16/2019 - 4/16/2020
\$1,000,000/\$2,000,000 per Occurrence/General Aggregate with a \$0 Deductible.
\$1,000,000 Non-Owned and Hire Automobile Liability is included in this policy.

Umbrella Liability: Philadelphia Indemnity Insurance Company: 4/16/2019 - 4/16/2020
\$2,000,000 each Occurrence/General Aggregate with a \$10,000 Deductible.

Directors' and Officers' Liability: Continental Casualty Company: 4/16/2019 - 4/16/2020
\$1,000,000 per Occurrence and Annual Aggregate with a \$1,000 retention per Occurrence.

Employee Dishonesty: No Coverage through our Agency.

Workers' Compensation: No Coverage through our Agency.

Equipment Breakdown Coverage: No Coverage through our Agency.

Earthquake Insurance: No Coverage through our Agency.

Flood: No Coverage through our Agency.

This summary of the Association's policies of insurance provides only certain information, as required by subdivision (b) of 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.



The Leader in HOA Insurance Since 1987

*****Coverage is Common Area Only. Each homeowner is responsible for insuring their own dwelling. For further information please call us at 877-317-9300.***



CREECAB-01

KREA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Socher Insurance Agency, Inc. 1350 Old Bayshore Highway #630 Burlingame, CA 94010	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 317-9300	FAX (A/C, No): (877) 317-9305
	E-MAIL ADDRESS: info@hoainsurance.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B: Continental Casualty Company	
INSURED Creskide Cabana Club CFM 60 Mayhew Way Walnut Creek, CA 94597	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TBD	4/16/2019	4/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TBD	4/16/2019	4/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB665865	4/16/2019	4/16/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			618671771	4/16/2019	4/16/2020	Deductible: \$1,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is for the Common Area Only. Coverage does not extend to the lots and/or any privately owned units whether owner or tenant occupied within the PUD.

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Socher Insurance Agency, Inc. 1350 Old Bayshore Highway #630 Burlingame, CA 94010	CONTACT NAME:		
	PHONE (A/C, No, Ext): (877) 317-9300	FAX (A/C, No): (877) 317-9305	
	E-MAIL ADDRESS: info@hoainsurance.net		
	PRODUCER CUSTOMER ID: CREECAB-01		
INSURED Creekside Cabana Club CFM 60 Mayhew Way Walnut Creek, CA 94597	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	TBD	04/16/2019	04/16/2020	BUILDING	\$
		CAUSES OF LOSS				PERSONAL PROPERTY	\$
		BASIC				BUSINESS INCOME	\$
		BROAD				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				RENTAL VALUE	\$
		EARTHQUAKE				<input checked="" type="checkbox"/> BLANKET BUILDING	\$ 1,019,366
		WIND				<input checked="" type="checkbox"/> BLANKET PERS PROP	\$ 20,000
		FLOOD				BLANKET BLDG & PP	\$
							\$
							\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS					\$
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER				\$
							\$
	<input type="checkbox"/>	CRIME					\$
		TYPE OF POLICY					\$
							\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Special Form, Blanketed, Replacement Cost Basis.
Coverage is for the Common Area Only. 444 units

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EVIDENCE OF FIDELITY INSURANCE

PRODUCER:

CID Insurance Programs, Inc.
7125 El Cajon Blvd., Ste. 3
San Diego, CA 92115
(800) 922-7283

INSURER:

A. Hartford Fire Insurance Company

DATE:

9/24/2019

NAMED INSURED:

Creekside Cabana Club

DESIGNATED AGENT:

Condominium Financial Management
60 Mayhew Way
Walnut Creek, CA 94597

COVERAGE:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PRETAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PRIOR CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMIT OF INSURANCE / DEDUCTIBLE
A.	Fidelity	72BDDIF1487	09/20/19 – 06/01/20	\$275,000/ \$1,000

PROPERTY MANAGEMENT COMPANY EMPLOYEES PER FORM CA 00 H149 00 0214

THE MOST THE INSURER WILL PAY UNDER THIS POLICY FOR LOSS IN ANY ONE "OCCURRENCE" INVOLVING ANY "PMC EMPLOYEE" IS THE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE AND ITS DEDUCTIBLE AMOUNT. THAT LIMIT OF INSURANCE IS PART OF, NOT IN ADDITION TO, THE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS AS APPLICABLE TO INSURING AGREEMENT 1- EMPLOYEE THEFT.

"PMC EMPLOYEE" MEANS THE FOLLOWING NATURAL PERSONS BUT ONLY WHILE THE "PMC" LISTED ABOVE IS APPOINTED IN WRITING TO ACT AS A PROPERTY MANAGER FOR THE "INSURED:"

1. ANY NATURAL PERSON:

- WHILE IN THE "PMC'S" SERVICE OR FOR 90 DAYS AFTER TERMINATION OF SUCH SERVICE; AND
- WHOM THE "PMC" COMPENSATES DIRECTLY BY SALARY, WAGES, COMMISSIONS; AND
- WHOM THE "PMC" HAS THE RIGHT TO DIRECT AND CONTROL WHILE PERFORMING PROPERTY MANAGEMENT SERVICES FOR THE "INSURED."

2. ANY NATURAL PERSON WHO IS LEASED TO THE "PMC" UNDER A WRITTEN AGREEMENT BETWEEN THE "PMC" AND A LABOR LEASING FIRM, TO PERFORM DUTIES RELATED TO THE CONDUCT OF THE "PMC'S" PROPERTY MANAGEMENT ON BEHALF OF THE "INSURED."

3. SECTION V. DEFINITIONS, K. "EMPLOYEE IS AMENDED BY INCLUDING THE FOLLOWING: "EMPLOYEE" ALSO INCLUDES A "PMC EMPLOYEE."

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:


STATEMENT OF CERTIFICATION
BY THE FEDERAL HOUSING AUTHORITY
Based on California Civil Code
Section 5300

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 / **IS NOT** (circle one) a condominium project.

The association of the common interest development IS / **IS NOT** (circle one) certified by the Federal Housing Administration.

FHA does not require approval of a Planned Unit Development (PUD) as a precondition for placing FHA mortgage insurance on a dwelling located in the development.

A Planned Unit Development (PUD) refers to a residential development that contains, within the overall boundary of the subdivision, common areas and facilities owned by a Homeowners' Association (HOA), to which all homeowners must belong and to which they must pay lien-supported assessments. A unit in a PUD consists of the fee title to the real estate represented by the land and the improvements thereon plus the benefits arising from ownership of an interest in the HOA. An Appraiser must contact the Mortgagee if the Property is located in a PUD that does not meet this definition.

STATEMENT OF CERTIFICATION
BY THE DEPARTMENT OF VETERANS AFFAIRS
Based on California Civil Code
Section 5300

Certification by the Federal Department of Veterans Affairs 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 / **IS NOT** (circle one) a condominium project.

The association of the common interest development **IS NOT** (circle one) certified by the Federal Department of Veterans Affairs.

There are VA requirements applicable to **all properties** located in either a PUD or condominium. **Condominiums** (but not PUDs) must be **approved** by VA before any lots or units in the project are eligible for VA loan guaranty.

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address

Owner of Property

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

Provider of the Section 4525 Items:

Print Name _____ Position or Title _____ Association or Agent

Date Form Completed

Check or Complete Applicable Column or Columns Below

Document	Civil Code Section Included	Fee for Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Articles of Incorporation or statement that not incorporated	Section 4525(a)(1)	\$25.00	
CC&Rs	Section 4525(a)(1)	\$45.00	
Bylaws	Section 4525(a)(1)	\$25.00	
Operating Rules	Section 4525(a)(1)	\$0.00	
Age restrictions, if any	Section 4525(a)(2)		Included in CCRs

Rental restrictions, if any	Section 4525(a)(9)	\$0.00	
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	\$30.00	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	\$0.00	Included in Budget
Financial statement review	Sections 5305 and 4525(a)(3)	\$25.00	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance summary	Sections 5300 and 4525(a)(3)		Included in Budget
Regular assessment	Section 4525(a)(4)		Included in Budget
Special assessment	Section 4525(a)(4)		Included in Budget
Emergency assessment	Section 4525(a)(4)		Included in Budget
Other unpaid obligations of seller	Sections 5675 and 4525(a)(4)		See Demand
Approved changes to assessments	Sections 5300 and 4525(a)(4), (8)		See Demand or Budget
Settlement notice regarding common area defects	Sections 4525(a)(6), (7), and 6100		N/A
Preliminary list of defects	Sections 4525(a)(6), 6000, and 6100		N/A
Notice(s) of violation	Sections 5855 and 4525(a)(5)		Onsite Office
Required statement of fees	Section 4525	\$150.00	This is the Demand

Minutes of regular
board meetings
conducted over the
previous 12 months, if
requested

Section 4525(a)(10)

\$50.00

Total fees for these documents:

\$350.00

CFM is not paid a referral fee as part of the Escrow transaction.

* The information provided by this form may not include all fees that may be imposed before the close of escrow.
Additional fees that are not related to the requirements of Section 4525 shall be charged separately.



CREEKSIDE CABAÑA CLUB

2020
Annual Policy Statement

ANNUAL POLICY STATEMENT

Within 30 to 90 days before the end of its fiscal year, the board shall distribute an annual policy statement that provides the members with information about association policies. The annual policy statement shall include all of the following information:

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

Please direct all official communication to:

Creekside Cabana Club
c/o Condominium Financial Management, Inc.
60 Mayhew Way
Walnut Creek, CA 94597

(2) A statement explaining that a member may submit a request to have notices sent to up to two different specified addresses, pursuant to subdivision (b) of **Section 4040**.

Please direct all address requests to:

Creekside Cabana Club
c/o Condominium Financial Management, Inc.
60 Mayhew Way
Walnut Creek, CA 94597

(3) The location, if any, designated for posting of a general notice, pursuant to paragraph (3) of subdivision (a) of **Section 4045**.

(4) Notice of a member's option to receive general notices by individual delivery, pursuant to subdivision (b) of **Section 4045**.

Please direct all general notice communication to:

Creekside Cabana Club
c/o Condominium Financial Management, Inc.
60 Mayhew Way
Walnut Creek, CA 94597

(5) Notice of a member's right to receive copies of meeting minutes, pursuant to subdivision (b) of **Section 4950**.

Please direct all meeting minutes' communication to:

Creskide Cabana Club
c/o Condominium Financial Management, Inc.
60 Mayhew Way
Walnut Creek, CA 94597

(6) The statement of assessment collection policies required by **Section 5730**. (See pages 3-4)

(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. (See pages 5-6)

(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**.

(9) A summary of dispute resolution procedures, pursuant to Sections **5920** and **5965**. (See pages 7-8)

(10) A summary of any requirements for association approval of a physical change to property, pursuant to **Section 4765**. *Please refer to Clause XIV of your CC&Rs.*

(11) The mailing address for overnight payment of assessments, pursuant to **Section 5655**.

Mutual of Omaha Bank
Lock Box Department
4950 S. 48th Street
Phoenix, AZ 85040

(12) House rules and regulations.

(13) Any other information that is required by law or the governing documents or that the board determines to be appropriate for inclusion.

CREEKSIDE CABANA CLUB
DELINQUENCY ASSESSMENT COLLECTION POLICY
EFFECTIVE 2009

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments in a timely fashion. The Association is entitled to recover the reasonable costs of collecting delinquent assessments, including but not limited to Attorney's fees, late fees, collection costs, lien fees and litigation guarantees, and the assessments and costs shall bear interest if more than 30 days overdue.
2. Assessments are due on the first day of each month and are delinquent on the 16th of the month, at which time a charge of \$10.00 or 10% of the assessment (or special assessment), whichever ever is greater will be charged on the 16th day of the month in which the assessment is due.
3. All balances due 30 days after the due date will be subject to interest at a rate of 12% per annum.
4. After the 30th day after a payment is due, the Board of Directors authorizes its Agents or Managers to send notice to all members who are delinquent, notifying them of the charges and the need to make payment in full within 60 days of the due date in order to avoid a lien on the property.
5. After the 60th day after a payment is due, a 30-day Pre-Lien Notice will be prepared and sent by certified mail, to the delinquent record owner(s) at the owner's last mailing address provided to the Association and/or to any secondary address that the owner(s) provided to the Association in writing by sign-receipted mail or by facsimile. The "Pre-Lien Notice" will include a detail of the total amount delinquent, including but not limited to, assessments, late charges, interest, and cost of collections, if any. The Notice shall also include all other information required by the Association's governing documents and California statute. The cost of this pre-lien letter will be added to the members account.
6. After the 30th day after the Pre-Lien Notice is sent, if all amounts have not been paid and if the Board has voted approving the recording of a lien by a majority vote in an open meeting and recorded the vote in the minutes of the meeting, a Notice of Delinquent Assessment Lien ("Lien") will be prepared and recorded. All resulting collection fees and costs will be added to the total delinquent amount. A copy of the recorded Lien will be sent by certified mail to the address(es) as described in paragraph 5 above, within 10 days after recordation. 339 days from the original due date or when the past due assessments total \$1,800, whichever comes first occurs, the association may proceed with a notice of foreclosure sale of the delinquent member's home.
7. All charges assessed to the account must be paid in full as a condition to releasing such Lien, and the Association shall not be required to accept any partial or installment payments from the Lien date to the time that all amounts are paid in full, except by an execution of a mutually agreeable payment plan and forbearance agreement. The association is not under an obligation to enter into a payment plan or forbearance agreement.
8. If all such amounts have not been paid in full within thirty (30) days after the recordation of such Lien, the Association may, with conditions, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate including,

without limitation: non-judicial foreclosure of such lien; judicial foreclosure; or suit for money damages, all at the expense of such owner. The conditions for proceeding with foreclosure are: 1) The association has offered the owner dispute resolution or Alternative Dispute Resolution (ADR). 2) The amount of delinquent regular or special assessments is equal to one thousand eight hundred dollars (\$1,800) or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or the assessments are more than 12 months delinquent. 3) The decision to record a Notice of Sale was made by the board at least 30 days prior to a foreclosure sale. 4) The board has given notice to the owner of the decision to record a Notice of Sale by personal service for resident owners and by first-class mail at the most current address known for the owner for non-resident owners.

9. All payments received by the association shall first be applied to the assessments owed, and after the assessments are paid in full the payments shall be applied to the fees and costs of collections, attorney's fees, late charges and interest. An owner may request a receipt, which shall indicate the date of payment and the person who received it.
10. The mailing address for overnight payment of assessments is the same address that is used for the standard payment of assessments unless the Homeowners Association or its attorneys specify otherwise.
11. The association may charge a "returned check charge" of \$25.00 for all returned checks
12. An owner may dispute the debt noticed pursuant to the California Civil Code Section 1367.6(a) by paying the amount due, including any fees and reasonable costs of collection, reasonable attorney fees, late charges and interest under protest and initiating an action in small claims court.
13. An owner may submit a written request to meet with the Board of Directors to discuss a payment plan for any Civil Code Section 1367.1(a) debt. The association shall provide the owner the standards for payment plans, if any exist. The board will meet with the owner within 45 days if the request is mailed within 15 days of the date of the postmark of the notice. If there is no regularly scheduled board meeting within this time, the board may designate a committee of at least one member to meet with the delinquent owner.
14. Within 21 days of payment in full the association shall record all necessary documentation to clear the owner's title of the association's claim for past due assessments and charges. A copy of the release shall be mailed to the owner. If a lien has been recorded in error, a release of lien will be recorded within 21 calendar days and a copy of the recorded release of lien shall be provided to the owner along with a declaration that the lien recording was in error.

"NOTICE ASSESSMENTS AND FORECLOSURE"

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

ASSESSMENTS AND FORECLOSURE

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

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

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

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

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

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

PAYMENTS

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

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

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

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

MEETINGS AND PAYMENT PLANS

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

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

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

SUMMARY OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE

Based on California Civil Code
Sections 5900, 5905, 5910, 5915, 5920

California Civil Code 5900, 5905, 5910, 5915, 5920 applies to disputes between an association and a member involving their rights, duties, or liabilities.

The Association is required under this section to provide a fair, reasonable and expeditious procedure for resolving a dispute. The association is required to make maximum, reasonable use of available local dispute resolution programs involving a neutral third party, including low-cost mediation programs.

Either party to a dispute involving their rights, duties or liabilities, may invoke the procedure as follows:

- 1) Either Party may request in writing for the parties to meet and confer in order to resolve the dispute.
- 2) A member may refuse to meet. The Association may not refuse a request from a member.
- 3) The association's board of directors will appoint a member of the board to meet.
- 4) The parties will meet promptly at a mutually convenient time and place, explain their positions to each other, confer in good faith and try to resolve the dispute.
- 5) A resolution of the dispute to which both parties agree, shall be in writing and signed by both parties. This agreement is judicially enforceable under the following circumstances:
 - a) The agreement is not in conflict with law or the governing documents.
 - b) The agreement is consistent with the authority of the designee or the agreement is ratified by the Board.

SUMMARY OF ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Based on California Civil Code

Sections 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, 5965

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 your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

An association or an owner/member may not file an enforcement action in the superior court unless the parties have tried to submit their dispute to ADR (Alternative Dispute Resolution).

This section only applies to enforcement actions related to declaratory, injunctive or writ relief, or a claim for monetary damages of five thousand dollars (\$5000) or less.

Any party to a dispute may start this process by serving a “Request for Resolution” on all other parties. The request for resolution must include all of the following:

- 1) A description of the dispute
- 2) A request for ADR
- 3) A notice to respond within 30 days of receipt of this request or the request will be considered rejected.
- 4) If the party served with the requests is an owner, the request must include a copy of this section of the Civil Code.
- 5) The request may be by personal delivery, first class mail, express mail, facsimile transmission, or other reasonable means.
- 6) The party served has 30 days to respond.

After the parties have agreed to proceed with ADR, they must complete the process within 90 days after the acceptance unless both parties agree to extend.

The costs of the ADR shall be shared by both parties.

Creekside Cabana Club Pool Rules:

Pool capacity 120

No running

No horseplay

Do diving

No glass

No pets

No flotation devices when more than 30 swimmers in pool

No food or drink in pool

An adult must accompany children unable to swim at all times

All babies must wear swim diapers

Parents must accompany children in wading pool

Those with long hair must wear rubber bands

No one under the age of 15 is allowed after 6 pm unless accompanied by an adult

Must use the designated restroom

must have clothes on at all times

Appropriate swim attire recommended

No cut-off shorts

No inappropriate language

No swimmers on another person's shoulders

No smoking on premises

No skates, scooters, bikes, skateboards

Only lap swimmers in the lap lane

Must jump in facing forward

Must sign in at front gate

No Roughhousing in the pool

Children with flotation devices must stay in the shallow end

Must shower before entering the pool

Diving Pool Rules:

Diving allowed only when a lifeguard is ON DUTY at the diving pool

No diving with goggles or masks

One person on the diving board at a time

10 minute break rules:

Must be 15 and older to stay in at 10-minute break

Must be 18 and older to have a minor child with you during 10-minute break

May only have one minor child with you at a time during 10 minute break

Consequences are:

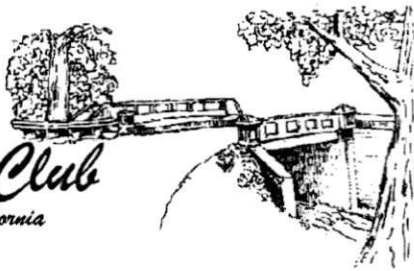
A Warning

Benched for time out

Sent home for the Day

Referral to Board for further discipline

*Creekside
Cabana Club
San Jose, California*



2015 Information and Emergency Contact Form

Lot Number / Associate Member #			
Property Owner Name			
Renter Name (if applicable)			
Address			
City, State, Zip			
Phone Numbers (Home, Cell, Work)			

Name(s), Family Status - Check One (Member, Child Living in your home, or Grand Child) and Age (of children living in your home and grandchildren) are required									
Name	Mbr	Child	Grand Child	Age	Name	Mbr	Child	Grand Child	Age

Emergency Contact Information (At least 2 contacts with at least one phone number are required)		
Name		
Relationship		
Phone Number	Phone Number	Phone Number
Name		
Relationship		
Phone Number	Phone Number	Phone Number
Name		
Relationship		
Phone Number	Phone Number	Phone Number

Signature of Property Owner or Renter	
Print Name	
Date	