



Financial  
Management  
Inc.

# **CREEKSIDE CABAÑA CLUB**

**2022**  
**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:

Bradley Geldert  
3702 Timberline Drive  
San Jose, CA 95121

(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**.

CIT 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 16<sup>th</sup> 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 16<sup>th</sup> 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 30<sup>th</sup> 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 60<sup>th</sup> 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 30<sup>th</sup> 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:**

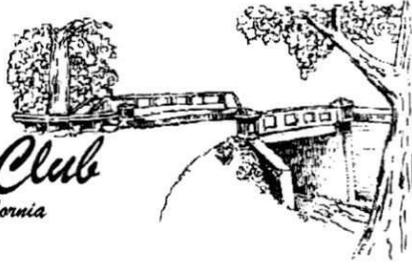
A Warning

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

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

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)		
<b>Name</b>		
<b>Relationship</b>		
<b>Phone Number</b>	<b>Phone Number</b>	<b>Phone Number</b>
<b>Name</b>		
<b>Relationship</b>		
<b>Phone Number</b>	<b>Phone Number</b>	<b>Phone Number</b>
<b>Name</b>		
<b>Relationship</b>		
<b>Phone Number</b>	<b>Phone Number</b>	<b>Phone Number</b>

<b>Signature of Property Owner or Renter</b>	
<b>Print Name</b>	
<b>Date</b>	