

Annual Budget Report and Policy Statement



Parkview Recreation Association Inc,

Fiscal Year

January 1, 2025 to December 31, 2025

BAY AREA PROPERTY SERVICES

Government Code §12956.1.

DISCLOSURE

“If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of [Section 12955](#), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to [Section 12956.2](#) of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

BAY AREA



PROPERTY
SERVICES

PARKVIEW RECREATION

ANNUAL BUDGET REPORT

JANUARY 1, 2025 – DECEMBER 31, 2025

3021 Citrus Circle
Suite 205
Walnut Creek
CA 94598

info@bayservice.net
800-610-0757
Office: 925-746-0542
Fax: 925-746-0554
www.bayservice.net



TO: Parkview Recreation Association Inc,
FROM: Board of Directors
DATE: November 15, 2024
RE: Annual Budget Report 2024-2025 (Civil Code §5300)

Below are the new disclosure requirements and can be found in this packet.

Budget: This first document reflects the operating budget as adopted by the Board of Directors for the upcoming fiscal year effective **January 1, 2025, through December 31, 2025**. The Annual budget is calculated by reviewing the association's historical income and expense as well as considering upcoming increases with the reoccurring contract cost, utility usage, rate increases, insurance premiums, as well as the contribution to the reserve account (savings) for replacement of the major components based on the reserve study.

The Board of Directors has approved a 10.78% increase of the Operating budget, in line with the necessity to fulfill the association's monthly expenditures for the upcoming fiscal year. **Effective January 1, 2025, the new Monthly Assessment will increase from \$929.03 to \$976.99 per unit per month.**

Reserve Summary: This report reflects the Reserve Component Replacement Plan.

Reserve Study: The Reserve Study is a plan developed by professionals to replace the major components (i.e. pool, asphalt, painting, etc.) maintained by the Association. This plan includes the life span and number of years of life remaining for each component, along with a cash flow study indicating how much money it will take to replace these components. In accordance with state law, the Reserve Study must be updated every year, and a physical inspection must be performed every three (3) years. The Association has enclosed a portion of the Reserve Study as prepared by Reserve Analysis Consulting as of April 18, 2024.

Reserve funding plan: This plan is derived from the Reserve Summary listed above.

Statement of deferral or non-repair major components: Included in the Reserve Summary.

Statement as to whether special assessment anticipated: Included in the Reserve Summary.

Procedures used to calculate reserves: Included in the Reserve Summary.

Outstanding loans longer than one year: NONE.

Summary of Insurance: This is prepared by the Association's Insurance Professional and included in this packet. The Association urges every homeowner to have individual insurance coverage for their home and contents. Please have your agent contact Michael Miller Insurance 415-454-0100 for more information regarding insurance coverage.

Please keep this packet with your important Association Documents. Should you decide to sell or refinance your home you may be required to provide these documents.

Thank you!

Parkview Recreation Association, Inc.

Annual Budget Report - OPERATING POOL

10/21/2024

Accounts	2025 Budget
Income:	
4010 - Income from Member Assessments	\$78,129.84
Total Income:	\$78,129.84

Expense:	
5010 - Accounting & Tax Preparation	\$385.00
5031 - Board Education	\$10.08
5035 - Collection Costs	\$90.00
5055 - Insurance	\$8,800.00
5105 - Legal	\$912.00
5130 - Management Contract	\$6,710.99
5135 - Management Extras	\$308.00
5146 - Misc Admin Contingency	\$633.00
5155 - Office Expense	\$192.00
5165 - Reserve Study	\$1,600.00
5180 - Taxes - Federal	\$40.13
5185 - Taxes - State	\$51.20
6010 - Janitorial - Contract	\$8,200.00
6110 - Landscape - Contract	\$8,000.00
6115 - Landscape - Backflow	\$110.00
6120 - Landscape - Extras	\$1,000.00
6210 - Pool & Spa - Contract	\$4,850.00
6225 - Pool & Spa - Permits	\$845.00
8030 - Contract - Pest Control	\$1,082.00
8145 - Fire Extinguishers	\$400.44
8170 - General Repairs	\$9,000.00
9010 - Electric	\$2,000.00
9020 - Gas	\$2,400.00
9030 - Refuse Disposal	\$510.00
9060 - Water	\$4,400.00
9520 - Reserve Pool Contribution	\$15,600.00
Total Expense:	\$78,129.84

Budget Difference: \$0.00

Parkview Recreation Association, Inc.

Annual Budget Report - OPERATING

10/21/2024

Accounts **2025 Budget**

Income:

4010 - Income from Member Assessments \$443,460.48

Total Income: **\$443,460.48**

Expense:

5010 - Accounting & Tax Preparation \$1,520.00

5035 - Collection Costs \$360.00

5055 - Insurance \$50,000.00

5105 - Legal \$4,560.00

5130 - Management Contract \$32,000.00

5135 - Management Extras \$1,540.00

5146 - Misc Admin Contingency \$2,000.00

5155 - Office Expense \$960.00

5165 - Reserve Study \$1,600.00

5180 - Taxes - Federal \$200.64

5185 - Taxes - State \$256.00

6110 - Landscape - Contract \$36,000.00

6120 - Landscape - Extras \$4,000.00

8030 - Contract - Pest Control \$5,410.00

8145 - Fire Extinguishers \$2,000.00

8170 - General Repairs \$45,000.00

9010 - Electric \$11,000.00

9020 - Gas \$11,300.00

9030 - Refuse Disposal \$24,990.00

9060 - Water \$17,600.00

9510 - Reserve Contribution \$113,034.00

9515 - Operating Pool Contribution \$62,529.84

9520 - Reserve Pool Contribution \$15,600.00

Total Expense: **\$443,460.48**

Budget Difference: **\$0.00**

Total Budget Difference: \$0.00

PROPERTY INFORMATION

<i>PROPERTY NAME:</i>	Parkview Terrace HOA		
<i>STREET ADDRESS:</i>	Redwood Avenue		
<i>CITY, STATE, ZIP:</i>	Corte Madera, CA 94925		
<i>GOVERNING ENTITY:</i>	Board of Directors		
<i>YEAR CONSTRUCTED:</i>	1962	<i>NUMBER OF CONSTRUCTION PHASES:</i>	3
<i>NUMBER OF UNITS:</i>	38	<i>NUMBER OF RESIDENTIAL BUILDINGS:</i>	8

CONTACT INFORMATION

<i>CURRENT PROPERTY CONTACT:</i>	Dave Cerruti Bay Area Property Services 3021 Citrus Circle, Ste 205 Walnut Creek, CA 94598 Phone: (925) 746-0542
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RESERVE STUDY INFORMATION

<i>TYPE OF STUDY:</i>	Annual Review Study 2023 (no site inspection performed with this review)	
<i>BEGINNING YEAR OF STUDY:</i>	2023	
<i>YEAR OF LAST PHYSICAL INSPECTION:</i>	2021	
<i>YEAR OF NEXT PHYSICAL INSPECTION:</i>	2024 (as required by the Davis-Stirling Act)	
<i>RESERVE STUDY PREPARER:</i>	Reserve Analysis Consulting, L.L.C. 1750 Bridgeway, Suite B106 • Sausalito, CA 94965 Sausalito, California 94965 Office Phone: (415) 332-7800 FAX: (415) 332-7801	
<i>PERFORMED BY:</i>	Casey O'Neill Direct Phone: (415) 289-7443 Email: caseyo@reserveanalysis.com	

RESERVE FUND FINANCIAL INFORMATION

<i>BUDGET YEAR ENDING DATE:</i>	12/31	2022	2023
<i>ANNUAL RESERVE CONTRIBUTION:</i>		\$84,924	\$93,416
<i>MONTHLY RESERVE CONTRIBUTION:</i>		\$7,077	\$7,785
<i>PER UNIT MONTHLY (AVG.) CONTRIBUTION:</i>		\$186.24	\$204.86
<i>TOTAL SPECIAL ASSESSMENT:</i>		N/A	\$613,108
<i>PER UNIT (AVG.) SPECIAL ASSESSMENT:</i>		N/A	\$16,134
<i>PROPOSED RESERVE FUND EXPENDITURES:</i>			(\$440,560)
<i>ESTIMATED YEAR ENDING BALANCE:</i>		\$88,553	\$358,892
<i>REQUESTED MINIMUM "THRESHOLD" FUTURE BALANCE:</i>			N/A

RESERVE PERCENT FUNDED CALCULATION

<i>AMOUNT NEEDED TO BE 100% FUNDED:</i>	\$1,489,513	\$1,276,932
<i>THEORETICAL PER UNIT UNDERFUNDED:</i>	\$36,867	\$24,159
<i>CALCULATED PERCENT FUNDED:</i>	5.95%	28.11%

RESERVE PROJECTED INTEREST & INFLATION

<i>"ASSUMED LONG-TERM INTEREST RATE":</i>	2.00%
<i>"ASSUMED LONG-TERM INFLATION RATE":</i>	3.00%

4.00 30 YEAR RESERVE FUNDING PLAN

* All future numbers are PROPOSED and/or PROJECTED.

DESCRIPTION - 3RD 10 YEARS	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
Projected Beginning Fund Balance *1	\$629,457	\$613,908	\$883,469	\$1,242,780	\$1,567,678	\$1,847,373	\$1,367,808	\$1,623,465	\$816,894	\$1,242,994
Contribution % increase over previous yr.	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Contribution avg. unit/month \$ increase	\$27.06	\$27.87	\$28.70	\$29.56	\$30.45	\$31.37	\$32.31	\$33.28	\$34.27	\$35.30
Contribution avg. per unit/month	\$928.92	\$956.79	\$985.49	\$1,015.06	\$1,045.51	\$1,076.88	\$1,109.18	\$1,142.46	\$1,176.73	\$1,212.03
Reserve Contribution - Annual	\$423,588	\$436,296	\$449,385	\$462,866	\$476,752	\$491,055	\$505,787	\$520,960	\$536,589	\$552,687
Does increase require membership vote?										
Proposed avg. special assess per unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment - Total Proposed										
Does special assessment require vote?										
Income from other sources										
Total Reserve Fund Available	\$1,053,045	\$1,050,204	\$1,332,854	\$1,705,647	\$2,044,431	\$2,338,428	\$1,873,595	\$2,144,425	\$1,353,484	\$1,795,680
Projected Expenditures - inflated	-\$446,620	-\$177,504	-\$105,223	-\$157,078	-\$219,577	-\$987,293	-\$269,919	-\$1,337,488	-\$125,642	-\$154,155
Balance after expenditures	\$606,425	\$872,700	\$1,227,631	\$1,548,569	\$1,824,854	\$1,351,135	\$1,603,676	\$806,937	\$1,227,842	\$1,641,526
Interest on balance after tax	\$7,483	\$10,769	\$15,149	\$19,109	\$22,519	\$16,673	\$19,789	\$9,958	\$15,152	\$20,256
Minimum requested balance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percent funded (if implemented) *2	28.90%	36.74%	44.82%	50.33%	54.01%	45.35%	49.26%	31.66%	41.27%	48.26%
Projected Year Ending Balance *3	\$613,908	\$883,469	\$1,242,780	\$1,567,678	\$1,847,373	\$1,367,808	\$1,623,465	\$816,894	\$1,242,994	\$1,661,782

***1. Current Year Financial Information**

The Association has provided current financial information including reserve account balance, total annual assessment amount and total annual reserve contribution. Reserve Analysis Consulting, L.L.C. assumes no responsibility for the accuracy of current or projected budget figures provided by others.

***2. Percent Funded**

The percent funded figure is calculated as defined by the Davis-Stirling Act, which states in 5570(b)(4) ((old 1365.2.5)) that the amount projected to be in reserves at a given time be divided by the amount "required to be fully funded" at that time. The amount required is defined in 5570(b)(4) ((old 1365.2.5)) as "the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component." The data required to calculate this amount for the current year is located in Section 11.00, Percent Funded Calculation. The percent funding method of calculation for future years includes estimated interest earned in the projected reserve account balances, as well as an estimated inflation of costs in the amount "required." The final sentence in 5570(b)(4) ((old 1365.2.5)) states "**This shall not be construed to require the board to fund reserves in accordance with this calculation.**"

*** 3. Projected Year Ending Balance.**

The Davis-Stirling Act does not require a minimum funding level other than to say in 5550(b)(5) ((old 1365.5)) that the association "plans...to meet" its 30 year obligations of repair and replacement. Through the Reserve Study preparation process, the Association and its Management have reviewed the preliminary funding plan(s) and have approved the plan as shown here to be sufficient at this time.

General Notes:

- 1) The cash flow projections shown are based on current economic conditions. These projections are based upon future variables that cannot be controlled. Therefore, reliance on these projections beyond the first year of this study is not recommended. As required by the Davis-Stirling Act, we recommend the Association review its Reserve Fund accounts quarterly and cause the Reserve Study to be reviewed and adjustments integrated annually.
- 2) Additionally, California Civil Code § 5550 ((old 1365.5)) states in part, "At least once every three years the board of directors shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components which the Association is obligated to repair, replace, restore or maintain as part of a study of the reserve account requirements."

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MICHAEL MILLER INSURANCE
SINCE 1977

PARKVIEW RECREATION ASSOCIATION INC.
INSURANCE SUMMARY
08/15/2024 TO 08/15/2025

PROPERTY

Insurance Carrier: Farmers Insurance Exchange

Building Limit at Extended Replacement:	\$29,435,850
Equipment Breakdown:	\$19,623,900
Building Ordinance Coverage:	
Contingent Liability	\$19,623,900
Demolition	\$ 403,100
Increased Cost of Construction	\$ 3,875,200
Uncollected HOA Fees/Dues from a Covered Loss	\$ 100,000
Specified Property (Walls, Walks, Fences)	\$ 67,000
Back-up Sewer & Drains	\$ 250,000
Deductible:	\$ 10,000

Note: This policy provides coverage for Improvements, Alterations, Betterments and all Permanently Installed Fixtures and Appliances, as part of the Blanket Building Coverage.

CRIME-EMPLOYEE DISHONESTY

Insurance Carrier: Farmers Insurance Exchange

Limit of Insurance:	\$ 150,000
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COMPREHENSIVE GENERAL LIABILITY

Insurance Carrier: Farmers Insurance Exchange

Bodily Injury/Property Damage Limit:	\$ 1,000,000 per occurrence/ \$ 2,000,000 aggregate
Premises Medical Payments:	\$ 5,000

DIRECTORS & OFFICERS LIABILITY

Insurance Carrier: Continental Casualty Company

Liability Limit:	\$ 1,000,000 per occurrence/ \$ 1,000,000 aggregate
Deductible:	\$ 1,000
Includes discrimination, libel & slander, Property Manager as Additional Insured	

Full-Service Insurance Agency

817 Mission Avenue • San Rafael • California 94901

📞 415-454-0100 📠 415-454-8311 📞 Toll Free 888-822-4INS(4467) 🌐 www.michaelmillerinsurance.com

California Insurance License 0541868

COMMERCIAL LIABILITY UMBRELLA

Insurance Carrier: Federal Insurance Company

Limit of Liability: \$15,000,000 per occurrence/
\$15,000,000 aggregate

Excess of underlying primary General Liability,
Auto Liability and Directors & Officers Liability

NON-PAYROLL WORKERS COMPENSATION:

Insurance Carrier: Mid-Century Insurance Company

Bodily Injury by Accident-each accident: \$ 1,000,000

Bodily Injury by Disease- each employee: \$ 1,000,000

Bodily Injury by Disease—annual aggregate: \$ 1,000,000

EARTHQUAKE/DIC: No coverage in force with our Agency.

FLOOD: No coverage in force with our Agency.

NOTE: This master policy does NOT cover personal property or personal liability of either the unit owner or tenant.

This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of Section 5300 (b) (9) 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.

6.00**NEXT 3 YEARS PROJECTED EXPENDITURES****Year 1 - 2023****1.00 PAINT, COATINGS, SIDING REPAIR**

1.06 Exterior Construction - Misc.	\$25,000
1.07 Pest Abatement (Termites) - Allowance	\$30,000

2.00 BUILDING EXTERIORS

2.09 Mailbox Sets	\$12,000
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3.00 BUILDING SYSTEMS

3.01 Washer / Dryer Replacement Allowance	\$2,800
3.02 Water Heater Replacement Allowance	\$10,000
3.03 Electrical Panel Replacement - 4,5,6,7,8,9,10,12	\$240,000

13.00 ASPHALT & CONCRETE

13.01 Asphalt Sealing / Striping	\$11,708
13.02 Asphalt Repairs	\$10,000
13.04 Concrete - Minor Replacement Allowance	\$3,000
13.05 Concrete Replacement - (Entry Stairs & Landings)	\$25,000

14.00 LANDSCAPE/IRRIGATION/TREES & FENCES

14.01 Tree Remove & Replace (annual)	\$6,500
14.03 DRAINAGE / Landscape / Irrigation - Ongoing Allowance	\$30,000
14.04 Fence / Screen / Retaining - Replacement Allowance ~10%	\$13,574

Unscheduled Expenses Related to Each Year's Projects \$20,979

Year 1 - 2023 Total Proposed Expenditures: \$440,560

Year 2 - 2024**3.00 BUILDING SYSTEMS**

3.01 Washer / Dryer Replacement Allowance	\$2,884
3.02 Water Heater Replacement Allowance	\$10,300

13.00 ASPHALT & CONCRETE

13.04 Concrete - Minor Replacement Allowance	\$3,090
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14.00 LANDSCAPE/IRRIGATION/TREES & FENCES

14.01 Tree Remove & Replace (annual)	\$6,695
14.03 DRAINAGE / Landscape / Irrigation - Ongoing Allowance	\$30,900

Unscheduled Expenses Related to Each Year's Projects \$2,693

Year 2 - 2024 Total Proposed Expenditures: \$56,562

Year 3 - 2025**3.00 BUILDING SYSTEMS**

3.01 Washer / Dryer Replacement Allowance	\$2,971
3.02 Water Heater Replacement Allowance	\$10,609

13.00 ASPHALT & CONCRETE

13.04 Concrete - Minor Replacement Allowance	\$3,183
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14.00 LANDSCAPE/IRRIGATION/TREES & FENCES

14.01 Tree Remove & Replace (annual)	\$6,896
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14.03 DRAINAGE / Landscape / Irrigation - Ongoing Allowance	\$31,827
Unscheduled Expenses Related to Each Year's Projects	\$2,774
Year 3 - 2025 Total Proposed Expenditures:	<u><u>\$58,259</u></u>

FHA Statement

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 not a condominium project.

The association of this common interest development is not certified by the Federal Housing Administration.

The information regarding the association's FHA status is as of 11/15/2024.

For the most current up to date information please visit the [FHA website](#) directly.

VA Statement

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 not a condominium project.

The association of this common interest development is not certified by the federal Department of Veterans Affairs.

The information regarding the association's VA status is as of 11/15/2024.

For the most current up to date information please visit the and [VA website](#) directly.

CHARGES FOR DOCUMENTS PROVIDED FORM 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) or 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	Section 4525(a)(1)	\$50	
CC&Rs	Section 4525(a)(1)	\$50	
Bylaws	Section 4525(a)(1)	\$50	
Operating Rules	Section 4525(a)(1)	\$75	
Age restrictions, if any	Section 4525(a)(2)		N/A
Rental restrictions, if any	Section 4525(a)(9)		Included in
Annual budget report or summary, including	Sections 5300 and 4525(a)(3)	\$50	
Assessment and reserve funding disclosure	Sections 5300 and 4525(a)(4)		Included in Budget
Financial statement review	Sections 5305 and 4525(a)(3)	\$50	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance summary	Sections 5300 and 4525(a)(3)	\$50	
Regular assessment	Section 4525(a)(4)		No cost
Special assessment	Section 4525(a)(4)	\$50	
Emergency assessment	Section 4525(a)(4)	\$50	
Other unpaid obligations of seller	Sections 5675 and 4525(a)(4)		No cost
Approved changes to assessments	Sections 5300 and 4525(a)(4),		Included in Budget
Settlement notice regarding common area defects	Sections 4525(a)(6), (7), and		No cost
Preliminary list of defects	Sections 4525(a)(6), 6000, and		No cost
Notice(s) of violation	Sections 5855 and 4525(a)(5)		No cost
Required statement of fees	Section 4525	\$335	
Minutes of regular board meetings conducted over	Section 4525(a)(10)	\$75	
Total fees for these documents:			

* 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 may be charged separately.

BAY AREA



PROPERTY
SERVICES

**PARKVIEW RECREATION
ASSOCIATION Inc,**

ANNUAL POLICY STATEMENT REPORT

JANUARY 1, 2025 – DECEMBER 31, 2025

3021 Citrus Circle
Suite 205
Walnut Creek
CA 94598

info@bayservice.net
800-610-0757
Office: 925-746-0542
Fax: 925-746-0554
www.bayservice.net



TO: Parkview Recreation Association Inc.,
FROM: Board of Directors
DATE: November 15, 2024
RE: Annual Policy Statement 2024 (Civil Code §5310)

((Consolidates policy disclosures and can be found in this packet))

Name & address of designated person to receive notices: Lisa Triplett, c/o Bay Area Property Services, 3021 Citrus Circle, Suite #205, Walnut Creek, CA 94598.

Right to request to have notices sent to 2 different addresses. Please submit your written instructions for delivery of notices to an additional address.

Posting locations for general notices: Association website - Bayservice.net (homeowner login) by Email and posted on mailbox kiosks.

Right to receive general notices individually. A member may request to receive individual notice of any document that is provided through general notice by submitting their written request to management.

Right to receive minutes. Minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any meeting of the Board of Directors of an Association, other than an Executive Session, shall be available to members within 30 days of the meeting. After receiving a written request, plus reimbursement of copying costs, the Association or its manager shall distribute minutes to any member.

Assessment collection policies: Included.

Policies in enforcing lien rights: Included in Assessment Collection Policy.

Summary of the Fine Schedule Policy: Included.

Summary of dispute resolution procedures: Included.

Summary of architectural application procedure: Included.

Mailing address for overnight payment of assessments: Your association's bank address for overnight payments is Alliance Western Bank PO Box 98177 Las Vegas, NV 89193-8177

Policies as adopted by the Board are listed here:

- Rules & Regulations
- Election Rules
- Rental Restrictions Disclosure

The Association Governing Documents and Association Policies, as adopted by the Board, are available on the homeowner login at www.bayservice.net. Register now to access your association documents, view your account balance, or submit a service request for your association.

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 Section 1367.4 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 1366, 1367.1, and 1367.4 of the Civil Code)

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. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 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 1367.1 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 1367.1 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 1367.1 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 1367.1 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 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 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 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 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 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS: An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 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 1367.1 of the Civil Code)

*This language is verbatim from the statute. 01/09

Civil Code 5730. Statutory Notice - Assessment Collection and Foreclosure

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.

2. If an Owner enters into a Payment Plan and stays in compliance with that plan, late fees will not accrue during the plan period. Interest may continue to accrue at the discretion of the Association. The existence of a payment plan does not impede the Association's right to record a lien to secure the indebtedness.

C. ALTERNATIVE DISPUTE RESOLUTION (ADR):

There are also two times when an Owner will be advised of the window period to request alternative dispute resolution with a neutral third party pursuant to California Civil Code Sections 1369.510 et seq. (ADR) before the Association may initiate foreclosure. Those opportunities are:

1. Set forth in the Pre-Lien Notice;

2. Before the Association initiates foreclosure (records a Notice of Sale) the Owner will be offered the opportunity to participate in ADR and if requested by the Owner, the Association shall participate. The decision to pursue dispute resolution and which type (ADR or IDR) is the choice of the Owner. If the Association intends to pursue judicial foreclosure, binding arbitration is not an option.

D. BOARD AUTHORITY. Neither the Management Company nor individual Board Members have the authority to waive any of the late penalties or fees listed above, nor to negotiate a payment schedule different from that stated above. Any deviation to the stated policy must be approved at a duly called Board of Directors meeting with a quorum present.

V. THE LIEN & FORECLOSURE¹

A. BOARD AUTHORIZATION REQUIRED: If full payment is not received within 30 days after the Pre-Lien Notice, the Association may authorize the recording of a Notice of Delinquent Assessment (lien). The decision to record a Notice of Delinquent Assessment must be made by a majority vote of the Board members in an open meeting. The vote shall be recorded in the minutes of that meeting. The Board may also authorize the recording of a Request for Notice Under Civil Code Section 2924B (request for notice of other trustee sale) to be recorded at the same time as the Notice of Delinquent Assessment.

B. NOTICE OF DELINQUENT ASSESSMENT: If the Board authorizes the recording of a Notice of Delinquent Assessment (lien), the Association or its Collection Agent may cause a Notice of Delinquent Assessment to be recorded. Upon recordation, a lien is created. Within 10 calendar days following recordation of the Notice of Delinquent Assessment, a copy shall be mailed by certified and first class mail to all record Owners of the residence, including to any secondary addresses if so provided by the Owner.

C. COLLECTION PROCEEDINGS: If full payment is not received within 30 days of the recordation of the Notice of Delinquent Assessment (lien) and the amount of delinquent assessments totals \$1,800 or more or the assessments are more than 12 months delinquent, the Association may proceed with the foreclosure process (i.e. Notice of Default, Notice of Sale or judicial foreclosure) or a Lawsuit for damages or undertake any other action allowed by law or equity. (Accelerated amounts, late charges, interest, and other costs do not apply towards the \$1,800). Unless otherwise decided by the Board, the collection will be handled as a non-judicial

¹Some changes to the law governing collection of unpaid assessments took effect on January 1, 2006. If the delinquency pre-dates that time, it may be subject to prior law.

ALTERNATIVE DISPUTE RESOLUTION RIGHTS SUMMARY
(Civil Code sections 5925 through 5965)

Civil Code section 5930 provides that an association or a member may not file a lawsuit to enforce the association's governing documents or certain laws that govern homeowners associations without first submitting the dispute to a form of *alternative dispute resolution* ("ADR") such as mediation or arbitration. This section does not apply to small claims actions or assessment disputes (except as otherwise provided by law).

The form of ADR may be binding or non-binding, and the costs of the ADR shall be borne by the parties.

Any party to a dispute covered by Civil Code section 5925 and 5930 may initiate the ADR process by serving a Request for Resolution on all other parties to the dispute. A Request for Resolution must contain: 1) a brief description of the dispute between the parties; 2) a request for ADR; 3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected; and 4) if sent to a member, a copy of Civil Code sections 5925 through 5965.

If the Request for Resolution is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless otherwise agreed by the parties. Once a Request for Resolution is served, all applicable statutes of limitation are tolled as set forth in Civil Code section 5945.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The law requires the party filing a lawsuit for enforcement of the association's governing documents or applicable law to file a certificate with the court stating that: 1) ADR has been completed *prior* to the filing of the suit; 2) ADR was not undertaken because one of the other parties to the dispute did not accept the terms offered for ADR; or 3) ADR was not undertaken because preliminary or temporary injunctive relief is necessary. Failure to file this certificate can be grounds for dismissing the lawsuit.

While the prevailing party in any lawsuit may be awarded attorney's fees and costs (Civil Code section 5975), Civil Code section 5960 provides that the court may consider whether a party's refusal to participate in ADR was reasonable when it determines the amount of the award.

**INTERNAL DISPUTE RESOLUTION (“IDR”)
ANNUAL DISCLOSURE**

This document describes the Internal Dispute Resolution (“IDR”) process imposed upon the Association by Civil Code sections 5900-5920.

1. These procedures only govern disputes between the Association and a member of the Association regarding their rights, duties, or liabilities under California Civil Code sections 5900-5920 or the Association’s governing documents (collectively, the articles of incorporation, bylaws, declaration of covenants, conditions and restrictions (or CC&Rs), and rules or policies).

2. The statutory meet and confer process set forth in Civil Code section 5915 shall apply and is as follows:

A. Either party to a dispute as described in Section 1 above (“Dispute”) may invoke the following procedure:

- i. The party may request the other party to meet and confer in an effort to resolve the Dispute. The request shall be made in writing.
- ii. A member of the Association may refuse a request to meet and confer submitted by the Association. The Association cannot refuse a member’s request to meet and confer.
- iii. The Association’s board of directors (“Board”) shall designate a Board member to meet and confer.
- iv. 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.
- v. The parties may be assisted by an attorney or another person at their own cost when conferring.
- vi. 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.

B. An agreement reached under the above procedure binds the parties and is judicially enforceable if both of the following conditions are satisfied:

- i. The agreement is not in conflict with law or the Association’s governing documents; and
- ii. The agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board.

C. A member of the Association shall not be charged a fee to participate in the meet and confer process.

3. The foregoing procedures do not relate to or govern alternative dispute resolution (or “ADR”), which is a prerequisite to an enforcement action filed by the Association or a member of the Association. ADR is governed by Civil Code section 5925 et seq.

PARKVIEW RECREATION ASSOCIATION, INC.
C/O BAY AREA PROPERTY SERVICES
3021 Citrus Circle, Suite 205, Walnut Creek, CA 94598
Email to Dave Cerruti: dave@bayservice.net

APPLICATION FOR ARCHITECTURAL MODIFICATION/ IMPROVEMENTS

NAME OF OWNER(S): _____

HOME PHONE: _____ WORK PHONE: _____

PROPERTY ADDRESS: _____

OWNER'S ADDRESS (if different from above): _____

CONTRACTOR: _____ PHONE: _____

ADDRESS: _____ CONTRACTOR LIC#: _____

PROJECT MANAGER/SITE CONTACT NAME & PHONE: _____

PROJECT START DATE: _____ PROJECT COMPLETION DATE: _____

GENERAL DESCRIPTION OF PROPOSED WORK/REQUEST - Attach additional pages as needed:

MUST BE INCLUDED WITH THIS APPLICATION:

- ___ Copy of valid Contractor's License
- ___ Copy of valid Certificate of Liability Insurance naming "Parkview Recreation Association" as certificate holder and "Bay Area Property Services" as an additional insured with endorsements
- ___ Copy of Corte Madera building permit application and, when issued, submission of approved plans

CONDITIONS OF APPROVAL:

- ___ This work WILL require building permit from the Town of Corte Madera because the alteration work:
 - ___ extends into the walls
 - ___ extends into the wiring
 - ___ extends into the plumbing
 - ___ OTHER: _____
- ___ This work will NOT require a building permit from the Town of Corte Madera because it does not extend into walls, wiring or plumbing.

NOTICE TO OWNERS:

All necessary permits and approvals from the Town of Corte Madera or other jurisdictions are your responsibility and that Association recommendation for approval is subject to you receiving all such necessary permits and approvals.

WORK HOURS:

Work hours are 8:00 am – 5:00 pm, Monday through Friday, 9:00 am – 4:00 pm Saturdays.
No work is permitted on Sundays or Holidays.

This application is not complete unless accompanied by the supporting documents listed and owner has signed off on all guidelines.

APPLICANT AGREES AND UNDERSTANDS THE FOLLOWING GUIDELINES:

1. The Committee/Board may impose "Special Conditions" of approval. Failure to conform to any such conditions within 30 days of notification by the Association will be automatic authorization by the applicant to have the necessary work contracted out by the Association to bring the project into conformance with the approval. All costs incurred by the Association shall be a charge against the unit owner. Such costs shall include costs of construction, reconstruction, administration, fees, attorney fees and reasonable court costs.
2. Applicant will indemnify and hold harmless the Association against any and all acts or Claims arising in connection with the Improvement, including but not limited to, any and all acts, omissions, or Claims arising in connection with the approval, construction, operation, maintenance, repair, use or removal of the Improvement, including attorney fees and costs of litigation in connection therewith.
3. All maintenance, repair or replacement of the improvements will be the sole responsibility of the unit owner.
4. Any expense incurred by the Association that is the direct or indirect result of the proposed improvements shall be the sole responsibility of the unit owner.
5. All necessary permits and approvals from municipalities or other jurisdictions are the sole responsibility of the applicant and submitted with application. **Final copy of any required permit(s) must be sent to Property Management office.**
6. All work must be initiated with consideration for other neighboring owners, the aesthetics of the community, noise generation and time of day. Applicant will supply written notification to neighbors in the event of water shut off.
7. Homeowner affirms compliance with any and all applicable codes, ordinances statues or regulations.
8. Homeowner agrees to pay for any damages to common area and exclusive-use common area plants, trees, ground cover or irrigation that is damaged by Homeowner's contractor.
9. After approval all equipment, tools and supplies used for the work must not be a safety hazard to surrounding units and/or the common area and all waste generated from project must be removed from premises daily and not stored or put into any containers owned by the Association.
10. This application is valid four months from date of approval.

The Association will make every effort to respond to the request within 30 days. You will receive written notification. It is recommended that you retain copies of the approved requests in the event you sell your property. A copy of this form will be returned to you within five days of Board approval with the bottom portion completed as your receipt.

I have read the above guidelines and agree to follow all rules and procedures, including any special conditions which may be imposed by the Board of Directors.

Date: _____

PARKVIEW RECREATION ASSOCIATION, INC.
C/O BAY AREA PROPERTY SERVICES
3021 Citrus Circle, Suite 205, Walnut Creek, CA 94598
Email to Dave Cerruti: dave@bayservice.net

FOR ASSOCIATION USE ONLY:

NAME OF OWNER(S): _____

PROPERTY ADDRESS: _____

___ Applicant shall be responsible to obtain City of Corte Madera Permit, if required

___ Applicant to provide copy of construction agreement with licensed contractor and proof of contractor's insurance

___ Written notification of neighbors:

MANAGER

___ Board Approval Not Necessary

___ Board Approval Required

Date: _____

Date: _____

RECOMMENDATION OF ARCHITECTURAL CONTROL COMMITTEE / BOARD OF DIRECTORS

___ Approved

___ Not Approved

Date: _____

Date: _____

RECEIPT (completed by Association)

On _____ I received this application for architectural alteration on behalf of the Board of Directors.

Signed: _____

Dated: _____

Applicant: Should you have any questions about your application, please contact:
Dave Cerruti, Community Manager: dave@bayservice.net or call: (925) 746-0542

Owner Notice Disclosure as Required per California Civil Code §4041

A member shall, on an annual basis, provide written notice to the association of all of the following: (1) The members preferred delivery method for receiving notices from the association, which shall include the option of receiving notices at one or both of the following: (A) A mailing address. (B) A valid email address. (2) An alternate or secondary delivery method for receiving notices from the association, which shall include the option to receive notices at one or both of the following: (A) A mailing address. (B) A valid email address. (3) The name, mailing address, and, if available valid email address of the owner's legal representative, if any, including any person with the power of attorney or other person who can be contacted in the event of the member's extended absence from the separate interest. (4) Whether the separate interest is owner-occupied, is rented out, if the parcel is developed but vacant, or if the parcel is undeveloped land.

If a member fails to provide this information, the last mailing address provided in writing by the member or, if none, the property address shall be deemed to be the address to which notices are to be delivered. Note: Members are not required to provide an email to the association. Second, should you wish to change your preferred delivery method of receiving notices from the association, you will need to submit your request in writing to Bay Area Property Services.

Date: _____ Name of Association: _____

Property Address: _____

Name(s) of Owner(s) Reflected on Title: _____

Per CA Civil Code, Owners are permitted to request an association membership list from Management. Should you wish for your information to be removed from the list, please check this box.

Property is: Owner Occupied Renter Occupied 2nd Family Home Vacant Undeveloped Land

Primary Mailing Address of Owner: _____

Primary Phone Number(s): _____

Primary Email Addresses: _____

Secondary Mailing Address if Applicable: _____

Secondary Email Address: _____

Preferred delivery method for receiving notices: US mail Email US mail & Email.

Name and address, and, if available, valid email address of the Owner's legal representative, if any, including any person with power of attorney (if power of attorney, please provide a copy) who can be contacted in the event of the member's extended absence from the separate interest.

Owner Signature: _____ Date: _____

SUBMIT COMPLETED FORM TO:

Bay Area Property Services, 3021 Citrus Circle #205, Walnut Creek, CA 94598

Email to: customerservice@bayservice.net or Fax to: 925-746-0554.

Opt Out Request Form
From Association's Membership List
(Civil Code §5220)

Opt-Out Instructions to Association:

I am concerned about protecting my privacy and private information from mandatory distribution by this association and I am filling out this form mailing the completed form to the association c/o the association's managing agent, _____ at Bay Area Property Services, 3021 Citrus Circle, Ste. 205, Walnut Creek CA 94598 or by email to: Customerservice@bayservice.net.

Owner Name: _____

Association: _____

Unit/Lot Address: _____

I am opting out of the association's membership list. Please immediately remove my name, property address, mailing address and email address from the membership list. This opt out remains in effect until I send the association new instructions in writing.

Signature: _____

Date: _____

Instructions to Member/Explanation of Form:

Under Civil Code §5200(a)(9), the association is legally required to provide its membership list with your name, property address, current mailing address and email address upon written request. If you want to maintain your privacy and private information from this mandatory distribution, you must provide a written opt-out to the association pursuant to Civ. Code §5200. By opting out (i.e., returning the above completed form the association), your information is removed from the association membership list and will not be disclosed to third parties until such time as you provide other signed written instructions to the association

Please contact the association Manager if you have any questions regarding this form or regarding opting out of the membership list at (800)610-0757.



PARKVIEW RECREATION ASSOCIATION HOMEOWNER HANDBOOK & RULES

This Handbook contains general information about the Parkview Recreation Association has been adopted with the intent of providing the residents with a practical plan for day-to-day living in Parkview Terrace.

A successful Association is a community of owners who exhibit a pride of homeownership, respect the rights of others and share a common vision as to what constitutes a desirable neighborhood.

These rules supplement the contents of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Association as well as the Annual Policy Statement document and are reviewed on an ongoing basis by the Board of Directors.

These Rules and Regulations are binding on all Homeowners, their families, Renters and Guests. Compliance with certain rules and regulations is necessary to accomplish this in the close community in which we live. No owner, resident or guest will be allowed to infringe on the rights of his/her neighbor. It is the responsibility of the board to enforce compliance with these rules in an equitable manner but not harass those that may occasionally slip.

Violations of these rules and regulations should be reported either by phone and followed up in writing to a member of the Board of Directors or the management company.

TABLE OF CONTENTS

In progress

OFFICIAL ASSOCIATION CONTACT

The person designated to receive official communications for the Association is the property manager. The property manager name and contact information is:



Dave Cerruti
Community Manager, CCAM
dave@bayservice.net
3021 Citrus Circle Ste205
Walnut Creek, Ca 94598
P: 800.610.0757 ext161

Our office is open from 9:00 a.m. to 5:00 p.m. Monday-Friday. For after-hours property emergencies, please call the main number listed above and you will be directed to the on-call staff.

INFORMATION ABOUT ASSOCIATION DUES

The statement that you receive from Bay Area Property Services reflects a new account number. Please make note of this and use it whenever submitting payments. Assessment payments are due the 1st of each month and late if received after the 15th.

The Association will be banking with Alliance Bank. All payments should be directed to Alliance Bank starting January 1, 2022, and until otherwise notified. You have three convenient ways to make your payments. Please choose whichever one you prefer.

1. Set up an online account with Alliance Bank (recommended): Alliance Bank makes it easy for you to set up your account for both one-time and recurring bill payments. If you choose to set up recurring payments, please change the payment date to the 12th of each month or earlier. The payment will pull from your bank account on the date you choose. If you are interested in setting up these services, please visit the following address to sign up on or after 1/1/2022: <https://pay.allianceassociationbank.com/Home?cmcid=843F025B>

You will need the following information to set up your Alliance Bank account: Your account number (located at the top right on your statement)

Mgmt ID: 7159

Association ID: PV10

2. Your own online bill pay service If you pay via your own bank's online bill payment service, please update your account number (located on top right of your new statement) and use the following address for mailing. Checks should continue to be made payable to Parkview Recreation Association. We recommend adding your account number to the memo line of the check. IMPORTANT: If you have been making payments this way, you must make these changes before your January payment. We cannot be responsible for payments sent to the wrong address. The new address is:

Parkview Recreation Association
Remittance Processing
PO Box 98177
Las Vegas NV 89193-8177

3. Pay by check: Please make payable to Parkview Recreation Association, include your account number on the check, and include the stub from your monthly statement and send to the following address:

Parkview Recreation Association
Remittance Processing
PO Box 98177
Las Vegas NV 89193-8177

THE PARKVIEW RECREATION ASSOCIATION BOARD OF DIRECTORS

The name of this Nonprofit Mutual Benefit Corporation is "PARKVIEW RECREATION ASSOCIATION, INC." The principal location of the Association is in the County of Marin, State of California.

Every Owner of a Condominium within Parkview Recreation Association, Inc. is a Member of the Association. Membership in the Association is linked to, and may not be separated from, record ownership of any residence. Upon the sale, conveyance or other transfer of an Owner's interest, the Owner's membership shall automatically transfer to the new Owner(s).

The Association has five seats for Directors. The Board of Directors shall have the power and authority to conduct the business of the Association, except as may be limited by the Governing Documents or the law generally. Reference in the Governing Documents to action by the Association shall mean action by the Board, unless the authority for the action is expressly assigned to the Members by the Governing Documents and/or applicable statutory law.

CURRENT BOARD MEMBERS – 2023:

<u>First Name</u>	<u>Last Name</u>	<u>Role</u>	<u>Phone</u>	<u>Email Address</u>	<u>Term</u>
Laura	Williams	President		Laura.m.williams@comcast.net	June 2023
Greg	Haddock	Director		ghaddock@yahoo.com	June 2025
Lexie	Sifford	Treasurer		Lexie.sifford@gmail.com	June 2023
Lisa	Navarro	Secretary		lisa@lisaperotti.com	June 2025
Danny	Bernardini	Director		danny@upscaleconstruction.com	Open Seat

JOINING THE BOARD OF DIRECTORS

We wish all owners to please consider joining our board of directors and be a part of the governing team. if you have the patience, willingness and availability to serve, our community needs your contributions and input.

Meetings of the directors are held 1x per month and the office of Director carries a term of three years. Members are appointed by election process held annually. Any open seats in the interim may be filled “by appointment.”

Helping to direct the business of our association and making important decisions which enact policy is often a thankless job, but a necessary one. The Board manages the Associations’ day to day business as well as:

- maintenance
- financial oversight
- rules enforcement
- architectural design

The general mailbox for the Board of Directors is: board@parkviewhoa.net

ASSOCIATION GENERAL RULES AND MAINTENANCE

QUIET HOURS

Please maintain a reasonable level of quietness after 10:00pm and remember that high levels of noise at any time may disturb other residents.

NOISE AND WOODEN FLOORS

We live close to each other. That's part of HOA living. Keeping TV and radio noise down is a reciprocal courtesy. Wireless earphones for such units are affordable and easy to set up. Parties should be held seldom and with notice to near neighbors. Door slamming, loud conversations in rooms with facing windows, all carry -- much more than is understood, especially at night and early morning.

The CC&Rs for the HOA do not allow hard or wood floors on the upper levels without Board and Architectural Committee approval on a case by case basis. Given the many variables that impact sound transfer, and how long ago the original CC&R's were written, the engineering of materials such as luxury vinyl has improved immensely. However any "hard surface" installation must provide underlayment padding with proof of acceptable sound transmission acoustical ratings.

In all cases, those on the top floors should know that walking with any degree of shuffling, heel-thumping or hard soles is transmitted to the lower units. We strongly recommend wearing socks or soft-soled slippers in the house - never street shoes. Small children, while they will run, should be made aware of neighbors downstairs and family rules.

The steel supported stairs to the upper units vibrate under heavy footfall. The occupants of the two units near the steps will appreciate the light steppers!

UTILITIES

Cable TV and Phone providers may not drill holes in the shingles or run new cable on the outside of the buildings.

SIGNS

One "For Sale" or "For Rent" sign is permitted to be displayed in each unit. It must be displayed inside a window or tied to a railing. It may not be screwed in or otherwise attached to the shingles or wood. It must be of standard size and attractive. No other signs or stickers are permitted except security or alarm stickers.

FIRE ESCAPE LADDERS

Second floor units have fire escape ladders. Please do not block access to the ladder or surrounding area.

SMOKE DETECTORS

All units are required to have operating smoke detectors. Check your smoke detectors and replace the batteries at least once each year. These are usually located in bedroom and hallways. They are your personal property and responsibility.

CO2 DETECTORS

All units are required to have operating Co2 detectors. Check and replace the batteries at least once each year. They are your personal property and responsibility.

FIRE SAFETY

To prevent fires, please follow these important rules:

1. There is no smoking of cigarettes, cigars, or marijuana allowed on the premises or inside buildings.
2. Do not burn incense, candles or torches inside or on decks or patios
3. Do not use paper (or any material that may cause airborne embers) to start fires if you have a fireplace.

BARBEQUES & GRILLS

Charcoal BBQ's have been outlawed by Corte Madera municipal code and by the Fire Marshall. There are no charcoal barbeques allowed on the premises.

Gas and propane barbeques and grills are allowed, however fire code states that all open-flame cooking devices may not be operated on combustible balconies or within ten feet (10') of a combustible construction.

The two exceptions are for (1) single and two-family dwellings (duplexes), and (2) buildings that have installed automatic sprinkler systems throughout, including balconies and decks.

HEATING AND FANS

Do not leave portable heating devices unattended. Fans should be cleaned out at least once every six months. Remove covers and vacuum away built up lint, dust and debris.

RECYCLING & GARBAGE CAN ETIQUETTE

Mill Valley Refuse picks up three types of waste: mixed recyclables, landfill and compostable. There are marked bins for each type of mixed recyclable: Paper and Cardboard Only and Glass, Aluminum and Plastic Containers, preferably clean with no food waste. All cardboard boxes, no matter what size should be broken down flat. No packing materials or Styrofoam should go into these bins. If there are questions about what is permissible and what is not, please go to MV refuse website at <https://www.millvalleyrefuse.com/resources/what-goes-where/>.

Items that DO NOT go into recycling bins - Plastic "clam shell" containers, Gable top carton (i.e. milk carton, juice carton), Plastic take-out food containers. These items get thrown into landfill trash. Please visit this website to confirm: MV REFUSE: "Please note that many plastics have become landfill due to changes in recycling markets. The only plastics we will accept as recycling are bottles (e.g. water or soda bottles), jugs (milk jugs or laundry detergent jugs), and tubs (tubs of butter or yogurt). The number in the triangle symbol does not indicate that it is recycling. If in doubt, throw it out into the garbage to avoid contaminating recycling bins."

GREEN COMPOST BIN

All food waste and organic matter. Please note that ALL FOOD WASTE should go into the green compost bins that are picked up every Monday. It is strongly recommended that garbage disposals

only be used for the smallest scraps in the sink and everything else be put in the compost. Keeping food waste and grease out of the drains is one of the best ways to protect your pipes and the shared waste lines belonging to all of us. It is important to remember that our green compost can go to the bottom of the driveway for Monday pickup. If you utilize this bin, then welcome to the “team” to help see that the can goes down for pickup and comes back up the driveway after pickup.

FOR GARBAGE/LANDFILL REFUSE

Please place lids on all garbage cans. Please do not overstuff the cans or bins. When it is clearly visible that one can is full, please use another available. Over-stuffed and open cans attract raccoons and other critters that may cause disease and create health hazards.

Place all Styrofoam blocks or packing peanuts in plastic and into the garbage loose.

Please do not put hazardous waste, or household furniture or appliances into the cans or bins. into the cans or bins. You can contact the Marin Resource Recovery Center at 415-485-5647 for information and fees on how to dispose of these items. For any Hazardous Waste, please contact Hazardous Waste at 415-485-6806 for instruction on how to dispose of properly.

Please make every effort to recycle! County and City mandates require a reduction of refuse in order to avoid state penalties and increased disposal costs. Your efforts had and will pay off.

LAUNDRY ROOM – Please abide by laundry room / quiet hours. Remember to set a timer and collect your clothes in a timely manner as someone else might be waiting. Please keep room neat and remember to wipe down machines and empty dryer lint traps after use. We do not have a regular janitorial service to clean up our laundry room or hallways, so please help to keep our building clean.

STORAGE OR PLACEMENT OF ITEMS AT FRONT DOORS

Items placed or stored at front doors should be minimal. Please have regard for neighbors who share the same space. Home are not simply shelters from the elements but places we want to enjoy coming to and living in.

STREET LEVEL STORAGE

Yes, our units are small, Yes, we have lots of stuff. However, the CC&R, written by earlier owners forbid the storage of any but wheeled vehicles in the street-level car ports. Except for the waste bins, no other boxes, tools, toys, miscellany are to be stored.

DECKS AND PATIOS

Decks and patios are restricted common areas and governed by the CC& R's. They are part of the common area in plain view of neighbors and passersby. Keep them clean and clutter free.

FIREWOOD

No firewood is allowed on any deck. Firewood is allowed on the level concrete patios if stacked neatly and not adjacent to the building, or alternatively in the carport garage assigned to the unit. All firewood must be stacked in a metal rack.

PLANTS

Plants are allowed provided that they do not cause damages from water or excessive weight. All containers must be raised off the deck surface with spacers.

DECK SURFACE

The Association has performed extensive and expensive maintenance to the decks. If any damage is caused by plant containers, heavy weight or sharp objects sitting directly on the decks, owners will be billed for the costs of replacing damaged waterproofing deck membranes.

NOT PERMITTED

Do not lean, climb or sit on the deck rails

Do not place rugs, towels or any items on the railings to dry or air

Do not attach hooks, nails or screws into the building exterior

Do not hang clothes or other items outside to dry or air

WINDSCREENS

If you wish to install a wind screen on your deck, request permission for the Board of Directors and sign a "Hold Harmless Agreement." They should exactly match other screens and fit snugly across the entire deck rail. (Specifications can be obtained from _____?).

SATELLITE DISH POLICY

Please refer to placement specification details in the CC&Rs. All costs of installation, maintenance and repair of the antenna or dish shall be paid by the Owner. The cost of any damages caused to building siding, roof, or deck of dish/antenna will be billed to the Owner.

PARKING

Do not park along red curbs or zones; this is in violation of Fire Code.

VISITORS AND WORKERS

Visitor parking is available in designated spaces and on Pixley and Redwood Avenues.

VEHICLES SAFETY

Drive slowly on the private driveways. The speed limit is 5 MPH. Watch for children and pets at play at all times.

CARPORTS

Only motor vehicles and bicycles may be stored in carports. Please keep carports free of excessive oil stains. If the Association cleans up your oil stains, you will be billed. The owner will be notified in advance. No dangerous, hazardous or flammable materials may be stored anywhere on the property.

VEHICLES PARKED IN CARPORTS

All vehicles parked in the carports must have a valid registration. Nonoperating vehicles may not be stored in driveways or carports. If the Association tows abandoned or nonoperational vehicles you will be billed. The owner will be notified in advance.

TRESPASSING AND SOLICITING

Signs are posted throughout the property prohibiting trespassing and soliciting. If you observe or are confronted by anyone violating this rule, please ask him or her to leave. If they do not leave the premises call the Property Manager or the Police.

PLUMBING

The Units at Parkview Recreation Association were built in 1961. Many of the elements are of old design and fabrication and are not as durable or maintenance free as newer elements would be. Please be mindful and give special care and attention to the fact that the pipes are very old.

Plumbing is an HOA responsibility, except where it surfaces in your units. Each occupant is responsible to see that toilets do not overflow, or leak around the floor seal. Toilet seals should be replaced every 10 years. Please make sure faucets, valves and refrigerator water-tubes are leak free. Please know where interior turn-off valves are located and where the main turn-off is located for your building.

Do not use the toilets for disposal of hair, string, dental floss, toothpicks, diapers, paper towels or sanitary napkins or wrappings. Even if the product says "flushable," this may not be ok to put into the plumbing lines. You are required to use drain screens in the shower to prevent hair clogs

WATER SHUT OFFS

Any maintenance or work on the water lines must be reported to the Property Manager. Please contact the office at least 48 hours before you need to shut off the water so the Manager can notify all residents in the building. (We prefer not to do shut-offs on Monday mornings, Fridays, Saturdays, Sundays or Holidays or before 9:30 a.m.)

GARBAGE DISPOSALS

In old pipes, and as some have found out, pipes to city sewage not laid at the required angle, back ups are possible, if not likely. Since Mill Valley Refuse accepts compost in the Green Bins, we strongly urge that garbage disposals only be used for the smallest scraps in the sink and everything else be put in compost. Coffee grounds are particularly a clogging problem and should never be sent down the drain. Neither are highly caustic drain cleaners recommended for such old pipes. Biological agents are available in many hardware stores. Monthly doses may be helpful.

LANDSCAPING AND WATER

As you know many of our trees, also 57 years old have recently been removed and from the high likelihood of fire in warming conditions, many more - especially the Juniper and other conifers on the property have been removed. Budget and priorities permitting, The Board has begun planning for a landscape assessment and replanting with fire-retardant plants.

Anyone with special interest in such plans please volunteer to the Board. Meanwhile keep an eye on your own defensible space and water as necessary -- However, as you may know, water is not individually billed, but to each unit, so use caution. Water bills have risen in the past months. Please report any leaks and be judicious in use.

MAIL

As a courtesy the Postal Service picks up outgoing mail left in the boxes near your mail slots. If your mailbox breaks, contact the Post Office.

EXTERIOR LIGHTS

Light timing is controlled by time clocks. Report light problems to the Board or the Property Manager.

WINDOW COVERINGS

All window coverings must be white or off-white. Anything else is subject to Board of Directors approval.

ANIMALS

Dog barking must be kept to a minimum. Pick-up and dispose of animal droppings on the property. Excessive barking and droppings not picked up may cause fines to be levied on the unit responsible. The Association shall adhere to all City and County ordinances regarding leash laws.

Cats – if complaints about your cat are received, you may be required to keep your cat inside or on a leash. Repeated incidents may result in finds.

COMMON AREA

You may not plant anything in the common area without approval of the Board of Directors. No personal property, included but not limited to, plants and furniture is allowed in the common areas.

WHAT TO DO IF YOU HAVE A PROBLEM

TENANTS: All rentals must be for a minimum of 6 months per the CC& R's. Shorter rentals are a direct violation and subject to fines. Tenant problems are ultimately the responsibility of the owner, not the Association. Tenants should report problems to the owner. In very serious situations (leaks, fire hazards, etc.) tenants should contact the Management Company and the owner.

The owner must provide all tenant names and home and office telephone numbers to the Property Manager prior to move in.

EMERGENCIES

Contact the Owner and the Management Company and call 911 if life threatening. Do not request emergency services unless it requires immediate action.

OTHER PROBLEMS

TENANTS: Call your Landlord

OWNERS: Generally, any problem inside your unit is the owner's responsibility. There are exceptions and they are evaluated on a case by case basis.

Any damage caused to Association property by tenants or their guests is the owner's responsibility. Report all damage to the property manager and the "Hotline". Depending on the circumstances you may have to arrange to pay for repairs.

Generally, the Association will pay only for those things, which benefit the Association as whole not individual units.

If you are bothered by noise, ask the nosy person to stop, call or write the Property Manager or call the Police.

If you believe the Association is responsible for something write to the Board of Directors c/o the Property Manager before any work is done. The PM can usually tell you if the Association will pay for the work you are requesting.

PARKVIEW RECREATION HOMEOWNERS ASSOCIATION POOL AND CLUBHOUSE RULES

THE POOL AND CLUBHOUSE HOURS: 6:00AM TO 10:00PM DAILY.

The Recreation and Pool Area is a common area for our collective enjoyment. Please use the area and facilities responsibly and treat this area as if it is part of your own home and always ready for the next person to enjoy. The pool is subject to all applicable rules under California and Marin County law.

USE OF THE POOL IS RESTRICTED TO OWNERS, TENANTS AND THEIR GUESTS.

All use of the Recreation and Pool Area is at the user's risk and without recourse against the Association. There is no lifeguard, and using the pool or sauna alone is unsafe. All users agree to adhere to all posted rules.

ACCESS – Key Cards

Each unit has been assigned coded key card/s for access to the pool area. Please contact the Board and/or Property Manager regarding any issues or obtaining additional cards.

TENANTS

Tenants are authorized to use the facilities only if the owner has, in writing, specifically authorized tenants to do so, has relinquished his or her own right to use the facilities and agrees to accept financial responsibility for any and all damage caused by such tenants, their families and guests. Such notice must be filed with the Property Manager in advance of tenants' pool use and renewed annually.

GUESTS

Guests must be accompanied by a member of the PVRA at all times when using the facilities. More than four guests at one time must be approved through the reservation procedure, below.

HYGIENE

Shower before using the pool, wash your hands after using the toilet or changing diapers, and refrain from using the pool if you have an open wound, are wearing bandages, have diarrhea or any communicable disease, unless your physician certifies that you do not present a risk to other users. Please clean up after yourself, leaving the area ready for others to enjoy.

THE FOLLOWING ARE NOT ALLOWED:

1. Children under age 14 in or near pool or clubhouse without adult supervision present and visible. (This is State Law).
2. Guests under age 18 must be accompanied by an adult member of the PVRA.
3. Children under the age of 21 may not use the sauna unless accompanied by a parent.
4. Smoking is not permitted within the Recreation and Pool Area.
5. Pets in pool area or clubhouse. (State Health Code).
6. No bottles or glass of any kind may be used except in the Recreation Room or the immediate barbecue area.
7. Rough-housing, inebriation and other activities around the pool area that may cause injury.
8. Sexual activity in or around the pool and clubhouse.
9. Full nudity and topless women.
10. Scuba diving and swimming lessons.
11. Loud noises – including music and yelling.

GATES AND CLUBHOUSE

Gate must be locked: The gate to the Recreation and Pool Area must be locked at all times except during official homeowners' meetings. The gate may never be propped open.

Members who are hosting parties or other events must make arrangements to let their guests in through the locked gate. All persons must ensure the gate is locked when they leave.

PRIVATE EVENTS & RESERVATION PROCEDURE

The Recreation Room may be reserved by owners or authorized tenants for parties up to 25 people on a first-come, first-served basis. Reservations are made through the Property Manager.

POST-EVENT CLEANING:

The room, including the refrigerator, must be returned to a clean and orderly condition promptly. The party host will be assessed charges for any cleaning the Pool Committee deems necessary.

PROHIBITED ACTIVITIES:

The Parkview Recreation Facilities may not be used for any for-profit or fundraising purposes, or for any fraternal, religious, improvement or motivated social group. The Recreation Room is not to be used as a workshop.

MISCELLANEOUS

1. Personal belongings may not be stored in the recreation and pool area.
2. Do not remove furniture or other equipment.
3. Close umbrellas when leaving.
4. The parking area of Lot 5, adjacent to the Pool Area, may be used only by Lot 5 members and their guests.
5. Children are asked to make room in the pool for lap swimmers, if any are present
6. No Charcoal Grills allowed on the premises. All gas grills must remain 10 feet from any building or combustible structure.

VIOLATIONS

1. If you see someone violating these rules, please tell them.
2. If they persist, please let a member of the Board of Directors know.
3. Complaints may be filed in writing with the Property Manager and the Board of Directors.
4. Anyone violating regulations or causing a nuisance or damage may have their Recreation and Pool Area privileges suspended by the Board of Directors and may be held liable for any damages that result from their actions.

PARKVIEW RECREATION HOMEOWNERS ASSOCIATION VIOLATION AND FINE POLICY

Any owner can file a complaint in writing to the Property Manager and to the Board of Directors. The Board has the authority to impose the following fines after a Review/Hearing Process and Warning Period has elapsed. Fines and other remedies may be imposed whether the owner is present at the hearing or not.

First Offense – Fine of \$50.00 plus any damages

For subsequent violation and each additional notice thereafter, are subject to increasing and cumulative penalties without further hearing for the same violation.

Second Violation – Fine of \$75.00 plus any damages

Third Violation – Fine of \$100.00 plus any damages

VIOLATION CATEGORY I. Littering, Recycling and Refuse

Extensive provisions have been made for recycling at the Parkview Recreation Homeowners Association. The penalty for not using the containers for recycling of permitted materials is a huge increase in cost for garbage disposal and the costs will be passed on in the form of increase of monthly dues.

1. Any littering of the property with trash, flammable (cigarettes), castoffs, rubbish.
2. Depositing any of the following in the bins, cans or garbage areas are finable infractions:
 - a. Cardboard that is not broken down
 - b. Carpeting, mattresses furniture, electronics, appliances, blinds, metal items, building materials, hazardous materials of any kind and any other “Dump” disposal items
 - c. Anything in the bins or garbage cans that may damage the crushing mechanism on the truck

CATEGORY II. Common Areas (Carports, Balconies, Patios)

1. Common Areas including carports may not be used for storage. Carports may be used for only vehicle parking including bicycles.
2. Items may only be stored in designated storage rooms and residential units.
3. Hazardous materials (e.g. gasoline, kerosene, paint thinners, car batteries) may not be stored in the carports or common areas.
4. Only outdoor patio or lounge furniture, planters, related outdoor equipment and barbecues may be used or placed on balconies or patios unless prior consent of the Association has been obtained.
5. Owners must keep balconies or patios in good condition and generally clear of trapped water such as under planters. Pots and planters must have spacers to allow balcony surfaces to dry.
6. No planters or other objects may be placed atop fences or railings unless the Association has approved the method for attachment and drainage.
7. Owners must keep sliding glass doors and other fixtures clean and free of water. Weep holes and slider tracks must be cleaned on a regular basis to prevent water leakage.

CATEGORY III. Noise and Nuisances

1. No noxious or offensive activity is allowed in residential units or any common area of the property.
2. No more than 2 persons per bedroom plus 1 are allowed to reside in any one unit at any time.
3. Noise from television, radios, sound systems, musical instruments, etc. must be kept a reasonable level). Between the hours of 10 p.m. to 7:00 a.m. noise levels must be significantly reduced to avoid disturbing other residents.

CATEGORY IV. Pool

1. All usual California State Laws regarding pools apply to Parkview and pass inspections.
2. The recreation and pool common area are open daily from 6:00 a.m. to 10:00 p.m.
3. Children under the age of 14 must be accompanied by an adult member. (State Law).
4. Guests under the age of 18 must be accompanied by an adult member.
5. Children under the age of 16 may not use the sauna unless accompanied by an adult member.
6. Tenants may use the facilities only with written permission of the owner of the unit.
Permission
7. Forms are available from the property manager.
8. Guests may only use the facilities while accompanied by a member.
9. More than four guests at one time must be approved through the reservation procedure.
10. No bottles or glass of any kind may be used except in the recreation room or the immediate barbecue area.
11. Smoking is not permitted within the recreation and pool areas.
12. No pets are permitted in the pool area (State Health Code).

CATEGORY V. Pets

1. No more than two pets are allowed in each unit (Article 7, Section 7.5).
2. Owners are required to pick up all pet waste, bag it and dispose of it properly in the trash bin. Owners may not put pet waste directly into a trash bin without placing it in a plastic or biodegradable bag.
3. Pets are not allowed in the pool area or pool (State Health Code).
4. Excessive barking or any nuisance caused by pets to the quiet enjoyment of other members

CATEGORY VI. Parking / Garage Spaces

1. Only private passenger vehicles may be parked on Association premises. Other vehicles may be permitted if used for everyday transportation (Article 7, Section 7.7(b)).
2. Guest parking spaces may not be used by one vehicle longer than 72 hours.
3. Owners may not use a guest space unless their carport spaces(s) are occupied by another vehicle.
4. Only parking is allowed in carports for passenger vehicles including bicycles. No storage is allowed in the carport areas.
5. Any car repair or maintenance (except car washing) is forbidden on the property.

CATEGORY VII. Unit Maintenance

1. Homeowners are responsible to do regular maintenance in their units to prevent issues from affecting neighbors and common areas. As an example water supply lines to toilets,

plumbing fixtures, toilet wash rings and flanges are maintenance items which owners must maintain.

CATEGORY VIII. Vandalism and Theft

2. Destruction of property, vandalism and theft will bring fines as well as replacement repair costs.
3. Violators will be prosecuted to the full extent of the law.

ARCHITECTURAL FORMS HERE:

Policy and the Application

