

Park Imperial Community Association

October 29, 2024

Dear Homeowner:

In compliance with Civil Code §5300, attached is the Park Imperial North Annual Budget Report for the fiscal year ending November 30, 2025. This budget reflects the continuing efforts of the Board of Directors to maintain and enhance the Association's common area and amenities while at the same time keeping expenditures in line.

In an effort to continue to properly maintain the common area and reserve for future repairs and replacements, this new budget does not reflect an increase to the regular assessment but does include a 5% special assessment to help cover costs associated with the upcoming land buy out and adequate contribution to the reserve fund for major replacement projects. By statute, Association boards of directors are allowed to special assess the membership **up to 5%** of the current fiscal year's budgeted gross expenses without membership approval, regardless of any limitations that might be found in the governing documents. (Civ. Code § 5605(b).) "*Budgeted gross expenses*" means all expenses in an association's budget, both operational expenses and reserve contributions.

The monthly assessment rate will remain at \$430.00, with a special assessment of \$276, which will be spread out over a 12-month period, resulting in a monthly charge of \$23. **The total amount due each month beginning on December 1, 2024 is \$453.** The Board has made every effort to evaluate services and costs and keep these assessments as low as possible.

In addition, the association does not currently have any outstanding loans for longer than one year.

To assist with the preparation of the budget, the Association retained the services of a professional reserve analyst to review the funding program for the Association and provide recommendations for future funding of the reserve accounts. A summary of the study including the reserve funding plan and the procedures used to calculate reserves is provided for your review and copies of the complete reserve study are available upon request.

In addition, to this Annual Budget Report please find the following disclosure items:

- Annual Policy Statement
- Reserve Study
- Collection Policy
- Insurance Disclosure
- FHA and VA Certification Statements
- Secondary Addresses
- Electronic Disclosure Form
- ADR/IDR Policy
- Rules and Regulations
- Architectural Guidelines & Solar Policy
- Architectural Request Form
- Powerstone Escrow Fee Schedule Statute 4525

Thank you for your continued support of the Association. If you should have any questions regarding the enclosed information, please contact our property manager, Ashley Herrera at aherrera@powerstonepm.com or (760) 797-7797 at Powerstone Property Management.

Sincerely,

The Board of Directors
Park Imperial Community Association

PARK IMPERIAL COMMUNITY ASSOCIATION
Year End November 30, 2025
Approved Budget

		Annual	Monthly	Per Unit / Per Month
INCOME				
4001	HOMEOWNERS ASSESSMENTS	\$ 263,160.00	\$ 21,930.00	\$ 430.00
4003	SPECIAL ASSESSMENT	14,076.00	1,173.00	23.00
4099	PRIOR YEAR SURPLUS	5,000.00	416.67	8.16
	TOTAL INCOME	\$ 282,236.00	\$ 23,519.67	\$ 461.16
EXPENSES				
GENERAL & ADMINISTRATION				
5000	INSURANCE	\$ 24,200.00	\$ 2,016.67	\$ 39.54
5010	LEGAL FEES	7,500.00	625.00	12.25
5012	LEGAL - COLLECTIONS	450.00	37.50	0.73
5013	LEGAL - LAND LEASE	15,000.00	1,250.00	24.50
5015	MANAGEMENT FEE	19,800.00	1,650.00	32.35
5020	PRINTING/POSTAGE	2,000.00	166.67	3.26
5021	MISCELLANEOUS	3,000.00	250.00	4.90
5023	DESERT HEALTHCARE	11,000.00	916.67	17.97
5026	RESERVE STUDY	600.00	50.00	0.98
5028	WEBSITE SERVICES	415.00	34.58	0.67
5030	PERMITS	1,300.00	108.33	2.12
5032	INSPECTOR OF ELECTIONS	1,500.00	125.00	2.45
5045	AUDIT/TAX	1,550.00	129.17	2.53
	TOTAL GENERAL & ADMINISTRATION	\$ 88,315.00	\$ 7,359.59	\$ 144.30
LAND MAINTENANCE				
5200	LANDSCAPE CONTRACT SERVICE	\$ 44,400.00	\$ 3,700.00	\$ 72.54
5210	LANDSCAPE EXTRAS	1,800.00	150.00	2.94
5212	NEW PLANTS	2,000.00	166.67	3.26
5240	IRRIGATION REPAIRS	1,500.00	125.00	2.45
5245	TREE MAINTENANCE	6,500.00	541.67	10.62
	TOTAL LAND MAINTENANCE	\$ 56,200.00	\$ 4,683.34	\$ 91.83
REPAIRS & MAINTENANCE				
5800	POOL CONTRACT SERVICE	\$ 9,600.00	\$ 800.00	\$ 15.68
5803	POOL REPAIRS	3,000.00	250.00	4.90
5810	LIGHTING MAINTENANCE	600.00	50.00	0.98
5812	ELECTRICAL REPAIR	2,000.00	166.67	3.26
5815	LIGHTING SUPPLIES	300.00	25.00	0.49
5845	PEST CONTROL	2,500.00	208.33	4.08
5855	FIRE EXTINGUISHERS	500.00	41.67	0.81
5860	PLUMBING/SEPTIC	2,500.00	208.33	4.08
5870	REPAIRS & MAINTENANCE	10,000.00	833.33	16.33
5877	ROOF REPAIR	2,500.00	208.33	4.08
5881	GATE MAINTENANCE	1,000.00	83.33	1.63
	TOTAL REPAIRS & MAINTENANCE	\$ 34,500.00	\$ 2,874.99	\$ 56.37
UTILITIES				
6000	WATER	\$ 18,000.00	\$ 1,500.00	\$ 29.41
6005	GAS	12,000.00	1,000.00	19.60
6010	ELECTRICITY	12,000.00	1,000.00	19.60
	TOTAL UTILITIES	\$ 42,000.00	\$ 3,500.00	\$ 68.62
	TOTAL OPERATING EXP BEFORE RSV	\$ 221,015.00	\$ 18,417.92	\$ 361.13
RESERVES				
9000	RESERVE CONTRIBUTION	\$ 61,221.00	\$ 5,101.75	\$ 100.03
	TOTAL RESERVES	\$ 61,221.00	\$ 5,101.75	\$ 100.03
	TOTAL OPERATING EXPENSES	\$ 282,236.00	\$ 23,519.67	\$ 461.17
	NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -

Reserve Summary

(As required by California Civil Code Section 5565)

PARK IMPERIAL COMMUNITY ASSOCIATION

SCT Reserve Consultants, Inc. is pleased to provide this Level I Reserve Study (Site Visit Full Report). In order to comply with the California Civil Code, specifically the Davis-Stirling Common Interest Development Act, Section 5565, we are providing the following information to the Homeowners within PARK IMPERIAL COMMUNITY ASSOCIATION.

The following study has been prepared with several assumed factors taken into account: a 3.00% inflation rate; a 1.00% return on investment (interest earned); taxes on interest earned is paid for through the operating fund; an estimated remaining life of each reserve component; and an estimated current replacement cost of each reserve component.

As of November 30, 2024, the estimated ending reserve fund balance is \$258,500 and the estimated current replacement cost is \$1,096,073 for the portfolio of reserve components. The projected future replacement cost of the portfolio is \$1,669,479, calculated at an annually compounded inflation rate of 3.00%. The Association's level of funding which is based upon the estimated ending reserve fund balance divided by the reserve components' fully funded amount is 49.61%. This is referred to as Percent Funded. The Association would be 100.00% funded if there were \$521,108.97 in the reserve fund.

The current deficiency (or surplus if the number is in parenthesis) in reserve funding expressed on a per unit basis is \$5,149.20. This is calculated by subtracting the ending balance (\$258,500) from the 100% funded figure (\$521,108.97), then divided by the number of ownership interests (51). There is currently no requirement to be fully funded.

Our original analysis of the cash flow for this association indicated future inadequate funding if there were no annual increases to the Reserves. It is our understanding the Board of Directors will allocate a monthly amount of \$5,101.75 starting in 2025 (\$100.03 per unit per month for each of the 51 ownership interests) towards the reserve fund. To offset the over/under cash results of the report, we recommend and have included a change of 6.09% starting in 2026 for 29 years. The Board of Directors may change the amount; however, it will impact the level of funding on reserves. These numbers, by themselves, are not a clear indicator of financial strength and could indicate underfunding, overfunding, or adequate funding.

The following table represents additionally required information pursuant to the Davis-Stirling Common Interest Development Act, Section 5565.

Fiscal Year: December 1, 2024 through November 30, 2025

Category	Range of Full Useful Life	Range of Remaining Useful Life	Current Replacement Cost	Fund Balance on Dec 01, 2024	Reserve Allocation	Additional Revenue	Interest
Asphalt & Concrete	4 to 28	0 to 12	\$98,680	\$26,265	\$6,220	\$0	\$285
Electrical & Lights	20 to 30	6 to 20	\$37,730	\$8,588	\$2,034	\$0	\$93
Fence & Walls	10 to 32	5 to 14	\$40,550	\$10,096	\$2,391	\$0	\$110
Fire System	20 to 20	12 to 12	\$3,750	\$712	\$169	\$0	\$8
Irrigation	12 to 25	3 to 6	\$9,900	\$3,504	\$830	\$0	\$38
Landscape	1 to 1	0 to 0	\$5,500	\$6,730	\$1,594	\$0	\$73
Mailboxes	30 to 30	11 to 11	\$9,400	\$2,646	\$627	\$0	\$29
Paint	4 to 12	1 to 9	\$139,500	\$30,187	\$7,149	\$0	\$328
Pool & Patio Furniture	5 to 25	2 to 15	\$17,150	\$3,865	\$915	\$0	\$42
Pools & Spas	5 to 35	1 to 29	\$218,333	\$45,669	\$10,816	\$0	\$496
Roofs	10 to 40	1 to 33	\$410,680	\$95,878	\$22,707	\$0	\$1,041
Signage	15 to 20	5 to 10	\$8,400	\$2,036	\$482	\$0	\$22
Underground Utilities	5 to 5	3 to 3	\$20,000	\$5,066	\$1,200	\$0	\$55
Wood Repairs	12 to 12	5 to 8	\$76,500	\$17,257	\$4,087	\$0	\$187
Totals:			\$1,096,073	\$258,500	\$61,221	\$0	\$2,806

The complete reserve study is available by request from the Association.



Assessment and Reserve Funding Disclosure Summary

For the Fiscal Year Ending November 30, 2025

(As illustrated by California Civil Code Section 5570(a))

(1) The regular assessment per ownership interest is **\$430.00** per month, of which approximately **\$100.03** is allocated to reserves, monthly.

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. **NOT APPLICABLE***

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members: **SEE ANSWER BELOW TO QUESTION #4 WHICH SUGGESTS THERE WILL BE INCREASES IN REGULAR ASSESSMENTS FOR RESERVE FUNDING.**

Date assessment will be due:	Amount per ownership interest per month for one year:	Purpose of the assessment:
<i>(Intentionally left blank)</i>	<i>(Intentionally left blank)</i>	<i>(Intentionally left blank)</i>

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. **NOT APPLICABLE***

(3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes X No X

Yes, if the Association follows the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below*.

No, if the Association does not follow the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below*.

**Note: The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information provided by and supplied to the Association's Board of Directors and/or management. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the data of this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a thirty (30) year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next thirty (30) years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain, pursuant to the Association's CC&Rs.*

(4) If the answer to (3) is No, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the Board or the members?

Approximate date assessment(s) will be due (see Funding Plan column, next page):	Amount per ownership interest per month:
6.09% starting in 2026 for 29 years	(Current amount) X (the increases)

(5) All major components are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$610,742.70**, as of **November 30, 2025**, based in whole or in part on the last reserve study or update prepared by **SCT RESERVE CONSULTANTS, INC.** The projected reserve fund cash balance at the end of the current fiscal year is **\$312,346.91**, resulting in reserves being **51.14%** percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is **\$10,180**. (See explanation below).

Explanation: *Cash Flow Methodology - a method of developing a reserve funding plan where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.*



Assessment and Reserve Funding Disclosure Summary

For the Fiscal Year Ending November 30, 2025

(continued)

7) **See below: 30-Year Reserve Funding Plan Table...** Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is \$(see "100% Funded" column below), and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is \$(see "Cash Flow" column below), leaving the reserve at (see "Percent Funded" column below) percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be \$(see "Cash Flow" column below), leaving the reserve at (see "Percent Funded" column below) percent funding. Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was **1.00%** per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was **3.00%** per year.

30-Year Reserve Funding Plan Table

Year	End of Year			Revenue			Expenditures
	100% Funded	Cash Flow	Percent Funded	Contribution, Interest	Contribution Unit/Month	Funding Plan	Components, Taxes, Deferred Exp
2024	\$521,109	\$258,500	49.61%				
2025	\$610,743	\$312,347	51.14%	\$64,027	\$100.03	0.00%	\$10,180
2026	\$618,217	\$284,828	46.07%	\$67,498	\$106.13	6.09%	\$95,018
2027	\$593,967	\$227,131	38.24%	\$70,874	\$112.59	6.09%	\$128,570
2028	\$617,217	\$217,710	35.27%	\$74,937	\$119.45	6.09%	\$84,359
2029	\$719,022	\$286,271	39.81%	\$80,019	\$126.72	6.09%	\$11,458
2030	\$720,927	\$256,554	35.59%	\$84,465	\$134.44	6.09%	\$114,183
2031	\$784,241	\$288,833	36.83%	\$89,748	\$142.63	6.09%	\$57,470
2032	\$817,656	\$292,641	35.79%	\$95,090	\$151.31	6.09%	\$91,281
2033	\$853,922	\$300,912	35.24%	\$100,784	\$160.53	6.09%	\$92,512
2034	\$791,950	\$214,771	27.12%	\$105,922	\$170.30	6.09%	\$192,063
2035	\$908,210	\$307,431	33.85%	\$113,087	\$180.67	6.09%	\$20,428
2036	\$960,942	\$338,760	35.25%	\$120,128	\$191.68	6.09%	\$88,799
2037	\$853,571	\$215,659	25.27%	\$126,078	\$203.35	6.09%	\$249,180
2038	\$838,565	\$189,090	22.55%	\$133,318	\$215.73	6.09%	\$159,887
2039	\$888,880	\$231,157	26.01%	\$141,712	\$228.87	6.09%	\$99,646
2040	\$970,387	\$307,557	31.69%	\$150,949	\$242.81	6.09%	\$74,549
2041	\$1,070,547	\$405,836	37.91%	\$160,926	\$257.60	6.09%	\$62,648
2042	\$1,098,552	\$437,092	39.79%	\$170,822	\$273.28	6.09%	\$139,566
2043	\$1,157,329	\$504,131	43.56%	\$181,613	\$289.93	6.09%	\$114,574
2044	\$1,288,721	\$647,925	50.28%	\$193,769	\$307.58	6.09%	\$49,975
2045	\$1,387,275	\$764,276	55.09%	\$206,349	\$326.32	6.09%	\$89,999
2046	\$1,084,186	\$492,936	45.47%	\$215,918	\$346.19	6.09%	\$487,258
2047	\$977,249	\$428,399	43.84%	\$228,033	\$367.27	6.09%	\$292,570
2048	\$996,006	\$498,564	50.06%	\$242,301	\$389.64	6.09%	\$172,136
2049	\$1,176,314	\$736,929	62.65%	\$259,059	\$413.37	6.09%	\$20,694
2050	\$1,251,986	\$880,253	70.31%	\$275,860	\$438.54	6.09%	\$132,536
2051	\$1,387,405	\$1,092,582	78.75%	\$294,215	\$465.25	6.09%	\$81,886
2052	\$1,500,422	\$1,293,172	86.19%	\$313,476	\$493.58	6.09%	\$112,886
2053	\$1,612,231	\$1,504,240	93.30%	\$333,884	\$523.64	6.09%	\$122,816
2054	\$1,500,041	\$1,508,502	100.56%	\$353,440	\$555.53	6.09%	\$349,178
30-Year Sum:				\$5,048,303			\$3,798,301



Summary

In accordance with our proposal, 2004-015, SCT Reserve Consultants, Inc. is pleased to provide this **Level I Reserve Study Site Visit Full Report for PARK IMPERIAL COMMUNITY ASSOCIATION**. Our study was performed in accordance with the Davis-Stirling Common Interest Development Act, specifically §5550, of the California Civil Code. This report included a site inspection on June 5, 2024 for the 2025 budget year. This *condominium* common interest development (CID) is located at East Vista Chino Road and Via Miraleste, Palm Springs, California. We are using an inception date for the components of December 1, 1962. ***This study is for December 1, 2024 through November 30, 2025, the Association's fiscal year.***

In general, reserve funds are funds set aside from collected association fees paid by owners of a common interest development. These funds earn interest and are disbursed when deemed necessary by the Board of Directors. The purpose of a reserve study is to determine how much money should exist in a reserve fund at a given point in time or to project required future contributions and expenditure amounts so that sufficient reserve funds are available when needed. Our reserve study is generated using proprietary SCT software and a combination of local industry standards and national average replacement costs.

The SCT software utilizes the weighted average life (WAL) of the reserve components. The future cost method for the WAL is calculated by using the current replacement cost of each component, as of the analysis date, and the number of years until each reserve component is scheduled to be replaced. This determines the monthly reserve contributions needed and calculates the future reserve balances.

A 30-year "Cash Flow and Percent Funded Projection" analysis and "Graph" are produced to verify and define the relationship of the Cash Flow (annual beginning balance) with respect to the 100% funded amount. Ideally, the Cash Flow line of the graph should run parallel to and below the "Percent Funded" line of the graph, see funding goals.

The following study has been prepared with several assumed factors taken into account: 3.00% inflation rate; a 1.00% return on investment (interest earned); taxes on interest earned is paid for through the operating fund; an estimated remaining life of each reserve component; and an estimated current replacement cost of each reserve component.

Typically, any component that has a life cycle (full life) of less than two years should be budgeted and paid for through normal operating or property maintenance funds and is not included as part of this study.

The current deficiency (or surplus if the number is in parenthesis) in reserve funding expressed on a per unit basis is \$5,149.20. This is calculated by subtracting the ending balance (\$258,500) from the 100% funded figure (\$521,108.97), then divided by the number of ownership interests (51). There is currently no requirement to be fully funded.



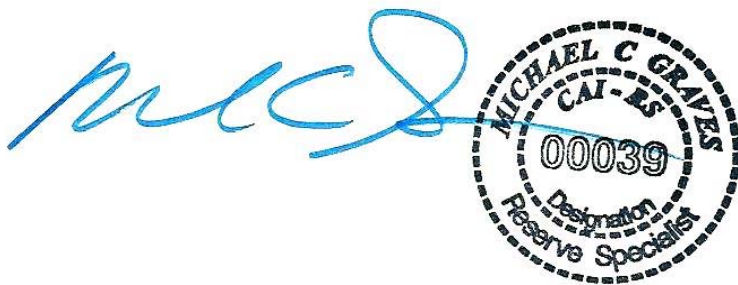
Summary (continued)

As of December 1, 2024, the estimated reserve fund balance is \$258,500 and the estimated current replacement cost is \$1,096,073 of the portfolio of reserve components. The projected future replacement cost of the portfolio is \$1,669,479, calculated at an annually compounded inflation rate of 3.00%. The Davis-Stirling Common Interest Development Act requires the disclosure of the *current reserve fund balance divided by the current replacement cost* (this is not *Percent Funded*). Currently, *this factor for PARK IMPERIAL COMMUNITY ASSOCIATION is 23.58%*.

The Association's level of funding for the fiscal year (December 1, 2024 through November 30, 2025) which is based upon the final estimated reserve fund balance divided by the reserve components' fully funded amount is **51.14%, and is referred to as Percent Funded**. The Association would be 100.00% funded if there were \$610,742.70 in the reserve fund.

Our original analysis of the cash flow for this association indicated future inadequate funding (see the graph, the "square box and/or pink line"). This line represents the cash flow if there were no annual increases to the Reserves. ***It is our understanding the Board of Directors will allocate a monthly amount of \$5,101.75 starting in 2025 (\$100.03 per unit per month for each of the 51 ownership interests) towards the reserve fund. To offset the over/under cash results of the report, we recommend and have included a change of 6.09% starting in 2026 for 29 years.*** The Board of Directors may raise or lower this amount, however, it will impact the level of funding on reserves. These numbers, by themselves, are not a clear indicator of financial strength and could indicate underfunding, overfunding, or adequate funding.

Sincerely,



The image shows a handwritten signature in blue ink that reads "mcd". To the right of the signature is a circular professional seal. The seal has a dashed border and contains the following text: "MICHAEL C. GRAVES" at the top, "CAI - RS" in the center, "00039" below that, and "Designation Reserve Specialist" at the bottom.

Michael C. Graves, R.S. #00039
SCT Reserve Consultants, Inc.

Park Imperial Community Association

Assessment and Billing Collection Policy

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code Section 5310 the following are the Association's assessment practices and policies:

1. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each month regardless of the receipt of a statement.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest and the collection costs, including any attorney fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Section 5650(a)).
3. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten percent (10%) for each delinquent assessment per unit (Civil Code Section 5650(b)).
4. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees (Civil Code Section 5655(a)).
5. A first notice of past due assessment will be prepared and mailed on assessments not received within thirty (30) days of the stated due date. A thirty-dollar (\$30.00) charge for the late letter will be made against the delinquent members' account. Additionally, an interest charge at the rate of 12% per annum will be assessed against any outstanding balance including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If an assessment is not received within forty-five (45) days of the stated due date, the Association will send a pre-lien letter to the owner as required by Civil Code Section 5660, by certified and first class mail, to the owner's last known mailing address provided to the Association advising of the delinquent status of the account and impending collection action. If the delinquent owner has provided a written notice to the Association of a secondary address, all notices shall be also sent to that address. Otherwise, the unit address shall be deemed the correct address for all purposes. (Civil Code Section 4040(b)). The owner will be charged a one hundred fifty-dollar (\$150.00) fee for the pre-lien letter. The owner will also be charged a fifty dollar (\$50.00) fee for each title check requested and a fifty dollar (\$50.00) fee for the resolution.

The pre-lien letter will include the following language:

- a. A general description of the collection and lien enforcement procedures of the association and the method of calculation of the amount.
- b. A statement that the owner of the separate interest has the right to inspect the association records pursuant to Section 5205 of the Civil Code.
- c. The following statement in 14-point boldface type, if printed, or in capital letters, if typed:

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

- d. An itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any.

- e. A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the association.
- f. The right to request a meeting with the board as provided Section 5665.
- g. The right to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and confer" program Article 2 (commencing with Section 5900) of Chapter 10.
- h. The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

(Civil Code Section 5660(a-f)).

- 7. If an owner fails to pay the amounts set forth in the pre-lien within forty-five (45) days from receipt of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the owner's property (Civil Code Section 5675). The owner will be charged a three-hundred-dollar (\$300.00) fee for the preparation of the lien, plus the cost of recordation.
- 8. After expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure. The owner will be charged three hundred dollars (\$300.00) for preparing the matter to be sent to counsel.
- 9. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan. If the owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of the date of the postmark of the pre-lien letter, then the Board shall meet with the owner within forty-five (45) days of the postmark on the owner's request, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the member (Civil Code Section 5665). The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
- 10. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
- 11. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
- 12. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums (Civil Code Section 5650).
- 13. All charges listed herein are subject to change without notice.

Additional Provisions to Conform to Law

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting (Civil Code Section 5673).

The Association may not foreclose unless delinquent assessments are greater than one-thousand-eight-hundred dollars (\$1,800) or greater than twelve (12) months delinquent (Civil Code Section 5720).

Prior to commencing foreclosure, the Association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the Association's meet and confer program required by Civil Code Section 5900, et seq. and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 et seq. (Civil Code Section 5705).

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the Association without identification of the name of the individual (Civil Code Section 5705(c)).

All foreclosures shall be subject to a ninety (90) day right of redemption.

The Association may sue delinquent owners personally or take a deed in lieu of foreclosure on account of delinquent assessments. (Civil Code Sections 5720(b)).

Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.

Fee and Penalty Procedures

The following charges may be assessed in accordance with the Association's Assessment and Billing Collection Policy:

Late Charge	10%
Late Letter Fee	\$30.00
Pre-Lien Letter	\$150.00
Additional Pre-Lien Letters	\$75.00 each
Title Check Fee	\$50.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$300.00 + Recordation Costs
Additional Lien Mailings	\$75.00 each
Lien Release	\$150.00 + Recordation Costs
One-Time Payment Plan Admin. fee	\$100.00
Attorney Package Preparation and Monthly Monitoring	\$300.00
Returned Check Fee	\$25.00

In addition to the fees charged by management, if a matter is sent to counsel for legal action, or to a collection service for foreclosure or other action, the owner will be responsible for any attorneys' fees and costs incurred by such action.

The mailing address for overnight payment of assessments is:

**C/O Powerstone Property Management
9060 Irvine Center Drive
Irvine, CA 92618**



Park Imperial Community Assoc INSURANCE SUMMARY DISCLOSURE

Pursuant to Section 5300 (b)(9) of the California Civil Code, the Association is providing you with the following information regarding its insurance policies. Pursuant to Civil Code Section 5300 (a), this summary is being distributed not less than 30 days nor more than 90 days preceding the beginning of the Association's fiscal year.

I. GENERAL LIABILITY INSURANCE

A. Name of Insurer:	DB Insurance Co., Ltd. (US)
B. Policy Limits:	\$2,000,000 per occurrence; \$4,000,000 aggregate
C. Amount of Deductible (if any):	\$0
D. Umbrella coverage, if applicable:	\$1,000,000
E. Umbrella carrier:	Federal Insurance Company
F. Policy dates:	9/1/2024 - 9/1/2025

II. PROPERTY INSURANCE

A. Name of Insurer:	DB Insurance Co., Ltd. (US)
B. Policy Limits:	\$16,497,526
C. Amount of Deductible:	\$5,000
D. Policy dates	9/1/2024 - 9/1/2025

II. EARTHQUAKE INSURANCE

A. Name of Insurer:	None
B. Policy Limits:	
C. Amount of Deductible:	
D. Policy dates	

III. FLOOD INSURANCE

A. Name of Insurer:	None
B. Policy Limits:	
C. Amount of Deductible:	
D. Policy dates	

IV. FIDELITY BOND INSURANCE

A. Name of Insurer:	PMA Insurance Group
B. Policy Limits:	\$400,000
C. Amount of Deductible:	\$1,000
D. Policy dates	9/1/2024 - 9/1/2025

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

Pursuant to Section 5810 of the California Civil Code, if the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

PARK IMPERIAL COMMUNITY ASSOCIATION

FHA CERTIFICATION DISCLOSURE

Certification by the Federal Housing Administration (FHA) 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.

FHA Status can be checked online at U.S. Department of Housing and Urban Development website at <https://entp.hud.gov/idapp/html/condlook.cfm>.

PARK IMPERIAL COMMUNITY ASSOCIATION

VA CERTIFICATION DISCLOSURE

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

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

VA status can be checked at the Department of Veterans Affairs website at <https://vip.vba.va.gov/portal/VBAH/VBAHome/condopudsearch>.

SECONDARY ADDRESSES PROVIDED BY OWNERS

New legislation requires the association to notify owners of their right to submit secondary addresses to the association for purposes of collection notices. Upon receipt of a written request by an owner identifying a secondary address for purposes of collection notices, the association shall send additional copies of any notices required by Section 1367.1 of the California Civil Code to the secondary address provided. The owner's request shall be in writing and shall be mailed to the association in a manner that shall indicate that the association has received it. The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the association shall only be required to send notices to the requested secondary address from the point that the association receives the request.

MINUTES

Members have the right to receive approved minutes, an unapproved draft or a summary of the minutes within thirty (30) days of a board meeting upon the member's written request and upon reimbursement of the association's costs to distribute the minutes. The minutes may be obtained by contacting the management company in writing via e-mail, fax or regular mail.

**Park Imperial Community Association
Electronic Delivery Disclosure and Consent Form**

Park Imperial Community Association is pleased to now offer all Owners the ability to receive notices and other correspondence from the Association electronically. If Owners accept delivery electronically, the Association hopes to reduce expenses associated with copying, mailing and postage, while also helping reduce the Association carbon footprint and effect on the environment. The Association would appreciate having your email, so we can keep you up to date with important news. Please complete and return this consent form to begin receiving communications electronically. ***Please note this form must be revoked in writing. Please confirm we have your correct email address annually. This helps to ensure we have the most current information on file.***

The undersigned Owner/Member hereby agrees to accept delivery of all legally permissible documents and notices from the Association in electronic form, via email in Adobe PDF or similar format. The documents which can be sent to you by the Association in electronic form include, but are not limited to, the following:

- | | |
|--|---|
| Regular or Special Board Meeting Notices | Informal Dispute Resolution (IDR) Notice |
| Proposed Rule Change Notices | Alternative Dispute Resolution (ADR) Notice |
| Request for Candidates, etc. | Secondary Address Notice |
| Pro Forma Operating Budget or Summary | Reserve Funding Plan |
| Insurance Coverage Summary | Reserve Study |
| Rules and Regulations | Reserve Study Updates |
| Disclosure Document Index | Financial Statements and/or any Reviews |
| Newsletter | Assessment Collection Policy |
| Access to Board Minutes | Assessment and Foreclosure Notice/Form |
| Architectural Change Notice | Monetary Penalty Schedule |

By signing below, you confirm that you are the Owner of the property listed below and/or authorized to make decisions for and bind the property. You further consent to the matters described herein and understand that with certain legally required exceptions by signing below you will no longer receive notices and documents from the Association via U.S.P.S. You can revoke this authorization and again receive notices, disclosures and other documents from the Association in printed copy by sending a revocation notice to the Assistant Manager, Liza Harding by email lharding@powerstonepm.com, by fax at (949) 716-3999, or by 1st class mail to 74-770 Hwy 111, Suite 103, Indian Wells, CA 92210.

No more than two (2) email address will be accepted as the primary address for delivery of the above documents, per property address. This signed form may be returned to the Association by email, fax, personal delivery or 1st class mail by using the information listed above.

I understand and agree that delivery of any notices, documents, communications or disclosures are complete at the time of email transmission from the Association. I further understand that it is my obligation to notify the Association through the means described in this form if the email address at which I wish to receive notices changes. I understand that I have the right, at any time, to have the documents delivered electronically pursuant to this consent form made available to me in paper form upon my written request.

Signature of Owner/Authorized Representative

Printed Name

Address within the Association

1st email (please print legibly)

2nd email address (please print legibly)

SUMMARY OF DISPUTE RESOLUTION POLICIES

ALTERNATIVE DISPUTE RESOLUTION SUMMARY

California *Civil Code* Sections 5925 through 5965 require community associations and their homeowners to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits in superior court. ADR means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. ADR may either be binding or non-binding, as may be agreed to by the parties. This Summary of the ADR statutes is being distributed as required by California *Civil Code* Section 5965.

I. When ADR Must be Offered Prior to Initiating Enforcement Action:

An association or an owner may not file certain lawsuits in superior court unless an effort has been made to submit the dispute to ADR as required by law. Generally, ADR must be offered before filing a civil action or proceeding that seeks:

- A. A judicial declaration of the rights and responsibilities of the parties, only; or
- B. A writ of mandate or a writ of prohibition, only; or
- C. Permanent injunctive relief only; or
- D. Declaratory relief, writ relief, or injunctive relief, combined with a claim for monetary damages not in excess of the jurisdictional limits of small claims court.

It is not necessary to offer ADR prior to filing any other type of superior court action, or prior to filing any type of small claims action. Except as otherwise provided by law, the ADR requirement does **not** apply to an assessment dispute.

II. Compliance Procedures:

The ADR process is initiated by one party serving all other parties with a “Request for Resolution,” which shall include:

- A. A brief description of the dispute between the parties;
- B. A request for ADR;
- C. When directed to an owner, the request must be accompanied by a copy of the ADR statutes;
- D. A notice to all parties that they are required to respond within 30 days of receipt, or else the offer of ADR is deemed rejected; and

Service of the Request must be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the intended recipient actual notice of the Request. If the Request is accepted, ADR must be completed within 90 days of the receipt of the acceptance, unless the parties sign a written agreement extending the completion date.

The cost of ADR is to be borne by the parties. Unless the parties agree, no oral or written evidence or statements made in an ADR proceeding, other than arbitration, are admissible as evidence in a later lawsuit.

Each homeowner should consult with his or her own attorney regarding appropriate compliance with the ADR statutes.

III. Failure to Participate in Some Form of ADR Prior to Enforcement Action:

Should a party unreasonably refuse to participate in ADR before the lawsuit is filed, the court may, in its discretion, take this refusal into consideration in determining the amount of attorney's fees and costs ultimately awarded at trial. In accordance with the disclosure requirement of California *Civil Code* Section 5965, please be advised that:

“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.”

INTERNAL DISPUTE RESOLUTION POLICY

Pursuant to the requirements of California Civil Code Section 5905, the Association provides you with the following internal dispute resolution procedure (“IDR”), as stated in California Civil Code Section 5915. This policy will apply to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code Section 4000; the California Non-Profit Mutual Benefit Corporation Law, Corporations Code Section 7110, et seq.; or the Governing Documents of the Association. This policy supplements the requirements for alternative dispute resolution as provided in Civil Code Section 5925, et seq.

Either party to a dispute within the scope of Civil Code Sections 5900-5920 may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association's Board of Directors shall designate a member, or members, of the Board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the Association.

An agreement reached under this policy binds the parties and is judicially enforceable if it is signed by the parties and both of the following conditions are satisfied:

1. The agreement is not in conflict with law or the governing documents of the Association.
2. The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

A member of the Association may not be charged a fee to participate in the IDR process.

PARK IMPERIAL COMMUNITY ASSOCIATION, INC.

RULES AND REGULATIONS

I. ANIMAL CONTROL

- A. Animals are not allowed in pools, spas and/or enclosed surrounding pool areas.
- B. No dogs or cats are allowed unleashed in common area. They may be walked through leashed and accompanied by a responsible person.
- C. Animals are not allowed in common area for purposes of making their "constitutionals." In the event a pet has an "accident" owners are responsible for immediate clean-up of pet waste.
- D. Owners must control disturbances created by animals, such as barking dogs or vocalizing cats. Animals that continually cause disturbances may have to be removed. (Also a Palm Springs City ordinance.)
- E. Animal owners must comply with all sanitary practices described herein and control their animals so as not to destroy, ruin or otherwise damage the lawn, planted areas, trees or other property.
- F. No animal of any kind shall be raised, bred or kept in any unit, except that usual domestic dogs, cats, fish, and birds. No animal shall be kept bred or maintained (i) for any commercial purpose, (ii) in unreasonable numbers, or (iii) if there would be involved any odor, noise or other nuisance which would unreasonably disturb, disrupt the use and enjoyment of any portion of the complex by any other Owners. ANIMAL LIMITATIONS: No more than (2) two dogs or (2) two cats or (1) one dog & (1) one cat may be kept. Service animals are included as one of the 2 allowed animals.

II. BUSINESS

- A. No professional, commercial or industrial operations of any kind shall be conducted in or upon the common areas, or in private homes where it would create foot or vehicle traffic.

III. PATIOS AND RESIDENCES

- A. An Architectural Application must be completed and approved prior to execution of any exterior alterations or improvements. This includes but is not limited to ANY type of lighting, (bulbs white -soft preferred in color), awnings, gutters, doors, sky lights, etc. No misters. No Hot Tubs. Holiday lights and or decorations may go up after Thanksgiving must be removed by January 10th.
- B. No landscaping in common areas shall be undertaken by an owner without prior approval of the Landscape Committee or HOA Board. Plantings in the common areas are owned by the HOA and can be removed and transplanted in areas where needed.
- C. Tampering with or adjusting sprinkler heads or timing devices in the common area is strictly prohibited. Connecting personal exterior irrigation systems to HOA water irrigation systems / lines is prohibited.
- D. Towels, laundry or similar items must not be hung or placed on walls, gates, fences, or patios where they are visible from common area.
- E. Antennas, wiring, Cable (TV or internet), machines or air conditioners are not permitted on the exterior of a unit except as authorized by the Architectural Committee or the HOA Board or within legal limits. Any owner who wants to install

- a satellite dish in or on their exclusive use common area must still notify the Architectural Committee / HOA Board of their intention. Whenever possible, they must be installed below the sight line on patios. No satellite dishes or cameras may be installed on any roofing component or attached to any part of the building, beams and trim without HOA Board approval.
- F. Patios are to be kept in a clean and neat condition, free of storage accumulations and only patio type furniture is allowed such as chairs tables, Bar-B-Q's, bicycles, and plants. More flexibility is allowed on patios with solid (not see-through gates). Anything kept on patios cannot be visible over the privacy wall, including sheds. No plants or decorations are permitted on top of privacy walls.
 - G. The only in-ground plantings, landscape allowable within any residence patios are succulents. New, additional or replacement of current in-ground trees or hedges of any kind within patios are not allowed, and can be identified and slated for removal.
 - H. Landscaped portion of patios visible to the common area shall be kept in good condition at the sole expense of the condo owner, including trimming of trees/hedges that were previously installed. Trees shall be trimmed to be kept off roofs/beams and maintained in healthy condition. Hedge height shall be maintained no higher than the top of the beams throughout exterior patio areas.
 - I. Any outside repairs or construction is limited to Monday through Friday, 8:00am to 5:00pm so that residents may have the quiet enjoyment of their homes. Summer Hours (June-September) will change due to the heat and be limited to Monday through Friday, 7:00 to 5:00 PM. Any outside repairs or construction on Federal/State holidays is not permitted. Only by prior approval from the board can any outside repairs or construction be done on Saturday or Federal/State holidays or any hours different from the normal hours allowed. Any person not adhering to the permitted hours of construction as defined above, and being informed orally or in writing that such work has caused noise or sounds which disturb any other person's peace and quiet, shall immediately cease such work and shall thereafter perform such work only within the times permitted.
 - J. No aluminum foil or anything other than proper window treatment is allowed on inside of windows at any time. Bottles, personal care and other household items should not be visible from the common area. For purposes of continuity throughout the HOA, homeowners are encouraged to utilize neutral tones in their visible window treatments. Bold or bright treatments should utilize neutral backing.
 - K. No bicycling, skateboarding, roller blading, ball throwing or ball games are permissible in common area.
 - L. Items stored in any of the community locked sheds are stored at the homeowner's risk. The HOA has no liability for items that are damaged or stolen. **STORE AT YOUR OWN RISK.** All items placed in storage must bear the name and address of the homeowner. The shed will be cleaned out periodically. Homeowners will be given advanced notice to remove or clean out their personal items that they no longer have use for.
 - M. PATIO GATES: See guidelines on Patio Gates.

IV. POOLS AND SPAS

- A. There is no lifeguard on duty: Swim at your own risk. There is absolutely no diving.
- B. Pool and spa hours are 8:00am to 11:00pm.

- C. Children under 14 are not permitted in the pool or pool area unless accompanied by an adult resident.
- D. Board of Directors approval is required for more than (4) guests per unit.
- E. Horseplay, boisterous, obnoxious and dangerous behavior is forbidden in pool and spa areas at all times.
- F. Additives of any kind (bubble bath, soaps, etc.) into the pools or spa are forbidden.
- G. When using suntan lotion, place a towel over furniture before sitting.
- H. Gates to pool and spa must be kept closed/latched at all times.
- I. No glass containers or breakable items permitted in pool and spa areas.
- J. Suntan oils and lotions MUST be removed from body before entering pools and spa. A shower is provided in each area.
- K. Swimming attire must be worn in pools and spa. Nudity is NOT permitted in pool, spa or common areas at any time.
- L. Radios, CD's, tapes and the like must be played at a level for individual listening (earphones are recommended) so as not to disturb other bathers or nearby residents.
- M. Furniture may not be reserved and must not be removed from pool area for private use.
- N. Pool/spa equipment and control must not be tampered with. Report any operational problems to the management company.
- O. Animals are not allowed in pools, spas and/or enclosed surrounding pool areas.
- P. Bicycling, skateboarding, roller skating, or roller blading is prohibited around pool area decking.
- Q. Debris and trash must be disposed of in provided receptacles.
- R. Towels, swimsuits or laundry may not be hung in any area visible to others.
- S. Smoking is not allowed in pools, spas and/ or enclosed surrounding pool areas.

V. SIGNS

- A. No commercial signs, banners, or advertising devices shall be displayed in public view without prior written consent of the Board. One "for sale" or "for rent" sign may be permitted. Large security signs may not be posted on exterior gates.
- B. One "open house" sign is permitted in front of a unit for sale and one additional sign if home is an enclosed unit. Not to exceed 18" x 24".
- C. One small security alarm notice may be placed by entrance door OR one decal on door. No more than one per unit.

VI. TRASH / RECYCLING DISPOSAL

- A. Normal trash pick-up is Thursday. Trash / Recycling must be placed in proper containers. Boxes must be broken down and placed in containers because the disposal company will not pick up items left outside of containers. Homeowner is responsible for cleanup of strewn garbage from torn or broken plastic bags.
- B. Trash bins must be kept on enclosed patios out of public view between pick-up days. On patios, containers must be out of view of common area. All trash containers must have lids.

VII. VEHICLES

- A. Except as permitted by the HOA Board, no vehicles other than passenger automobiles and other vehicles customarily used for means of general transportation shall be parked in the parking areas. You must have written HOA

Board approval for temporary parking of boats, trailers or other recreational vehicles.

- B. No vehicle may be repaired in the parking area other than a flat tire or battery recharge. Vehicles must be currently licensed and in operating order.
- C. Any staining spill (i.e. gas, coolant, oil etc) from any vehicle will not be permitted. Homeowners are responsible for the clean -up of all staining spills in their assigned parking spaces as well as in guest parking caused by them or their guests. The vehicle causing the spill must be parked off the property until it has been repaired.
- D. Guest parking spaces are restricted-use spaces for actual "guests" of Park Imperial North residents only. Owners and tenants are prohibited from parking in guest spaces and are subject to the PICA Non-compliance Assessment Schedule per HOA Board approval.
- E. Illegally parked vehicles will be towed away at owners' expense.
- F. Parking of unused, unregistered or non-operational vehicles is prohibited. Any such vehicle parked on the premises is subject to immediate fines and/or towing.
- G. Vehicle Owner Registry - The Association (PICA) vehicle registration system allows the Association to match actual vehicles (plates) with residents in case of emergency notification. This also serves to ID non-residents in parking spaces.

VIII- Rentals:

- A. As specified in the C.C. & R's (page 16), all rental agreements must be minimum of thirty (30) days. No transient rentals for fewer than thirty days are permitted.
- B. Any owner or owner's agent who rents a unit shall promptly notify the management company in writing of the name and address of the tenant and furnish a written copy of the lease or rental agreement.

IX-GATES:

- A. The exterior and pool gates must be kept closed/latched and/or locked at all times. For everyone's safety, never leave a gate propped open.
- B. Do not remove or leave unlocked (for an extended period of time) the padlock on the exterior double gate. The double gate is padlocked for the safety of all residents on the premises.
- C. Exterior gates have been programmed with an access code and manual key locks. Each homeowner/tenant will be issued the access code and two keys for manual locks.
- D. The access code maybe updated periodically or as needed for security reasons. When the access code is changed, each owner/tenant will be notified of the new code in their monthly statement 30 days out.

**Revised: Revision 1-8-2021
Park Imperial Community
Board of Directors**

Vehicle and Parking Rules

Taken from PICA Rules and Regulations

As of January 18, 2021

1. Except as permitted by the HOA Board, no vehicles other than passenger automobiles and other vehicles customarily used for means of general transportation shall be parked in the parking areas. You must have written HOA Board approval for temporary parking of boats, trailers or other recreational vehicles.
2. No vehicle may be repaired in the parking area other than a flat tire or battery recharge.
3. Vehicles must be currently licensed and in operating order.
4. Any staining spill (i.e. gas, coolant, oil etc) from any vehicle will not be permitted.
5. Homeowners are responsible for the clean -up of all staining spills in their assigned parking spaces as well as in guest parking caused by them or their guests. The vehicle causing the spill must be parked off the property until it has been repaired.
6. Guest parking spaces are restricted-use spaces for actual "guests" of Park Imperial North residents only. Owners and tenants are prohibited from parking in guest spaces and are subject to the PICA Non-compliance Assessment Schedule per HOA Board approval.
7. Illegally parked vehicles will be towed away at owners' expense. Parking of unused, unregistered or non-operational vehicles is prohibited. Any such vehicle parked on the premises is subject to immediate fines and/or towing.
8. Vehicle Owner Registry - The Association (PICA) vehicle registration system allows the Association to match actual vehicles (plates) with residents in case of emergency notification. This also serves to ID non-residents in parking spaces. ALL OWNERS AND TENANTS ARE REQUIRED TO REGISTER THEIR VEHICLES.

- Parking Protocol -

From:

Sent:

Subject:

Monday, October 18, 2021 11:47 AM

FW: PKG. PROTOCOL ENFORCEMENT-PARK IMPERIAL

PARK IMPERIAL COMMUNITY ASSOCIATION

PKG. PROTOCOL ENFORCEMENT

Owners & Residents,

Please be reminded that PICA Parking Protocol enforcement will be enacted with the completion of the parking asphalt/stripping & numbering project currently underway.

PICA PARKING PROTOCOL:

ALL PIN Owners & Residents are required to file the VEHICLE INFORMATION FORM w/property manager Ron Doerr @ PPM (rdoerr@ppminternet.com) Form is available and may be printed from HOA website.

ONLY Owners & Residents that have filed Form will be issued (2) corresponding unit numbered guest parking hangers for use by actual Owner's/Resident's guests when using overnight guest marked guest parking spaces.

NO Owner/Resident vehicle usage of PIN guest parking spaces is allowed.

Enforcement of PIN parking protocol will be managed thru the existing CC&R's Non-Compliance Assessment Schedule:

1st Action - Written Warning. 2nd Action - Hearing/\$150 fine. 3rd Action - \$300 fine. 4th Action - \$500 fine.

Thank you for your cooperation as to this new parking enforcement.

PARK IMPERIAL COMMUNITY ASSOCIATION

NON-COMPLIANCE ASSESSMENT SCHEDULE

Failure to comply with the above Rules and Regulations will be considered a violation and will be subject to Actions by the Association as outlined below:

- FIRST ACTION: Written Warning

- SECOND ACTION: Hearing and \$150.00 Fine-Assessment

- THIRD ACTION: \$300.00 Fine-Assessment (No further hearing)

- FOURTH ACTION: \$500.00 Fine-Assessment (No further hearing)

- FURTHER ACTIONS: Legal Resolution plus court costs

Any violation of the Rules & Regulations which involve the safety of owners or residents will be handled by the Board of Directors as is deemed necessary and will not be restricted to the "Actions" as outlined above. Any violation of these Rules & Regulations which involve the destruction of Association property by an owner, their tenants, or their visitors will be handled by the Board of Directors as is deemed necessary, including prosecution under the appropriate criminal and/or civil laws of the State of California, and will not be limited to the "Actions" outlined above. In these cases the board will immediately request a hearing and fine along with the full amount of damage repair costs, eliminating the first and second action (written warnings).

PARK IMPERIAL COMMUNITY ASSOCIATION

NON-COMPLIANCE ASSESSMENT SCHEDULE

Failure to comply with the above Rules and Regulations will be considered a violation and will be subject to Actions by the Association as outlined below:

- FIRST ACTION: Written Warning
- SECOND ACTION: Hearing and \$150.00 Fine-Assessment
- THIRD ACTION: \$300.00 Fine-Assessment (No further hearing)
- FOURTH ACTION: \$500.00 Fine-Assessment (No further hearing)
- FURTHER ACTIONS: Legal Resolution plus court costs

Any violation of the Rules & Regulations which involve the safety of owners or residents will be handled by the Board of Directors as is deemed necessary and will not be restricted to the "Actions" as outlined above. Any violation of these Rules & Regulations which involve the destruction of Association property by an owner, their tenants, or their visitors will be handled by the Board of Directors as is deemed necessary, including prosecution under the appropriate criminal and/or civil laws of the State of California, and will not be limited to the "Actions" outlined above. In these cases the board will immediately request a hearing and fine along with the full amount of damage repair costs, eliminating the first and second action (written warnings).

PARK IMPERIAL COMMUNITY ASSOCIATION

Architectural Standards

As of January 18, 2021

1. These standards have been established to supplement and clarify the limitations placed on Homeowner's use, repair, maintenance, construction, and alteration of his/her property pursuant to PICA Architectural Standards established in January 1998 and then Restated Declaration of Covenants, Conditions, and Restrictions (CC & R's) dated August, 2000.

Additional standards may be added as required to preserve the architectural integrity of the complex by the existing board.

2. No exterior work shall ever commence without the expressed approval of the Architectural Committee and the Board of Directors (HOA Board). No structure shall be painted or repainted, erected, constructed, altered, added-to, replaced, substantially repaired; or restored upon, or moved upon any part of subject property by any owner: unless and until, the plans and specifications showing the construction nature, kind, shape, height, material, and exterior color scheme thereof, are approved by the Architectural Committee and the HOA Board. In addition, if requested, a plot plan indicating the location of such structure on the site to be built upon grading plans of the site, and copies of required permits, shall be submitted to and approved by the Architectural Committee and the HOA Board.

The standards herein reflect the intent of the Architectural Committee and the HOA Board to allow Homeowners the maximum leeway in maintaining their condominium units while also preserving the architectural integrity and character of the complex consistent with its original design. The basic intent is to provide Homeowners with guidelines to use when considering or preparing for any repairs or alterations to their units.

Written approvals given to homeowners prior to March 1, 2016 will not be rescinded (except as provided in the paragraph below, related to the replacement, transfer of title, or when unit is sold by a current homeowner.) Going forward future repairs and/ or alterations to the exterior structural walls including roofs, inside patios, entrances, patio walls or gates or any aspect visible from the common area of the complex must be reviewed and approved in writing prior to any work beginning.

Any discrepant feature of the unit must be brought into compliance with these standards upon replacement, major remodel/renovation, transfer of title, or when unit is sold. An exterior Work Request form is attached. Additional copies may be obtained by contacting Powerstone Property Management (760) 797-7797.

3. The Architectural Committee shall periodically inspect the exterior of all unit's safety conditions, deterioration or unapproved changes or unauthorized departures from these standards and report such to the HOA Board. Should the HOA Board find it necessary to remove, repair, and/or replace any such alterations, said removal, replacement, and/or repair will be at the Owner's expense.

ARCHITECTURAL STANDARDS

Homeowners shall use paint colors designated by the Association for "repairing /painting exterior house walls and trim." See Architectural committee or HOA Board for correct paint formula and brand.

No exterior changes to landscaping, including drainage, shall be done without written approval. No "tapping" into HOA irrigation lines for personal property irrigation.

All property shall be maintained in a clean, sanitary, safe, orderly condition, and all structures kept in good order and repair, adequately and presentably painted, and in safe condition.

PARK IMPERIAL COMMUNITY ASSOCIATION

Architectural Standards

As of January 18, 2021

Entrance:

Door Style: The association wants to ensure that the community has an overall look that is compliant with these requirements. There are several styles of doors approved and will be used as a guide to the homeowner when property owner is replacing a door. Submit your request with style to the Architectural committee on the Architectural Variance Request Form (AVR) for approval prior to ordering any doors. Door color shall be limited to PICA exterior colors. PICA approved “Fire Roast Orange” can only be used with Architectural board approval based on unit having an approved PICA door. Patio door and window screens must be the appropriate material, height and width of the patio door or window. Security and front door screens and security bars are no longer allowed in complex.

Gates: See Guidelines on Gates. (Jams/Gates to be metal only)

Exterior Doors and Gates: Must be kept closed at all times.

Exterior Door Hardware: See Guidelines on Door Hardware.

Walk Entryway: No paint, carpet or tile. Trudy Richards tile must be visible and properly maintained. One entrance mat allowed maximize size approx. 24” x 36”

Carpeting and tile at the entry way is not permitted and must be removed by new owners when joining the association.

House Numbers: Supplied by PICA. No option. No nameplates, artwork, welcome signs etc... on front or visible parts of building.

Skylight: at entrance of the unit should be left open as per the original design of the complex. Skylight “cover” of clear or opaque, low profile, glass/plastic units may be allowed with Architectural and HOA Board approval of particular skylight cover requested. HOA approved roofer must be used for all roof work. Slats or solid coverings over skylight or entrance area may not be added.

Billboard: Original construction only. Cannot be removed.

Planter: Any resident desiring a planter in the common areas leading to the front door or placed near the front door in full view of the passageways needs to get approval of the planter from Architectural committee and HOA board.

Windows/ Doors: No added molding, grills or “decoratives”.

ALL changes to windows, doors, sliders etc.... must be approved by the Architectural committee and the HOA Board. There can be no changes to requirement that all windows where frames show must be clear anodized aluminum color as the originals were. No vinyl, wood or other materials.

Security or additional Lighting fixtures style and location must be approved by Architectural and HOA Board. Cannot light outside of the immediate patio area.

Rain Gutters: Must be the same color of the trim per HOA color palate

PARK IMPERIAL COMMUNITY ASSOCIATION

Architectural Standards

As of January 18, 2021

Exterior Misters are not allowed.

Exterior wires /cords or other exposed cables must be concealed with casing or conduit and painted the color of the wall. Contact Architectural committee for approval of all exterior wiring / cords /cables and concealment along with placement PRIOR TO placement. Goal to minimize placement in public view.

Exterior Fixtures: See Guidelines on Exterior Lighting Fixtures.

Kitchen Patio Areas:

Wall: Slump stone existing wall color and texture with cement cap only.

Gates: See Guidelines on Gates. (Jams/Gates to be metal only)

Utility Shed: Shall be Wood (stucco optional). No extensive refitting above existing slump stone wall.

Shed doors in metal or solid wood doors with no design or embellishments on the doors.

Electrical Service Access: Board requires permit for electrical work in the shed

Windows/ Doors: No added molding, grills or “decoratives”.

ALL changes to windows, doors, sliders etc.... must be approved by the Architectural committee and the HOA Board.

There can be no changes to requirement that all windows where frames show must be clear anodized aluminum color as the originals were. No vinyl, wood or other materials.

Protective/ security bars are no longer allowed and must be taken down during remodel/renovation, replacement of windows or doors or when unit transfer of title, or when unit is sold.

Exterior Fixtures: See Guidelines on Exterior Lighting Fixtures.

Rear Living Room Patio:

Wall: slump stone of existing wall color and texture with cement cap.

Gate: See Guidelines on Gates. (Jams/Gates to be metal only)

Patio Cover: The only Patio “covers” allowed are 2 x 4 wood slats installed between the 2 long beams, at the height equal to the top of the beam. They must be of equal spacing and installed within the beam, not below or on top of the beams. No other coverings or materials can be installed on these or any of the other beams. ALL covers must be approved by Architectural committee and HOA Board prior to placement to any work being started.

Beams: The beams may not be changed. Trim color only. 4 X 10 - Long beams running from house to patio edge must be properly supported at end to prevent slippage on post.

Windows/Doors: No added molding, grills or “decoratives”.

ALL changes to windows, doors, sliders etc.... must be approved by the Architectural committee and the HOA Board.

PARK IMPERIAL COMMUNITY ASSOCIATION

Architectural Standards

As of January 18, 2021

There can be no changes to requirement that all windows where frames show must be clear anodized aluminum color as the originals were. No vinyl, wood or other materials.

Exterior Fixtures: See Guidelines on Exterior Lighting Fixtures.

Bedroom Patio:

Wall: Slump stone of existing wall color and texture with cement cap.

Gate: See Guidelines on Gates. (Jams/Gates to be metal only) Required by fire code if no other exit.

Enclosures: The enclosure of patio as a room addition to unit is forbidden.

Windows/Doors: No added molding, grills or “decoratives”.

ALL changes to windows, doors, sliders etc.... must be approved by the Architectural committee and the HOA Board.

There can be no changes to requirement that all windows where frames show must be clear anodized aluminum color as the originals were. No vinyl, wood or other materials.

Exterior Fixtures: See Guidelines on Exterior Lighting Fixtures.

The HOA Board reserves the right to add any items to a particular unit that are not on this list but are in violation of safety standards or PICA architectural standards.

THE HOA BOARD OF DIRECTORS RESERVES THE RIGHT TO CHANGE AND/OR ALTER STANDARDS WITH Forty-Five (45) DAYS WRITTEN NOTICE TO HOMEOWNERS.

*ANY UNAPPROVED ALTERATIONS AND/OR CHANGES MADE AFTER THE HOA BOARD HAS REVIEWED AND APPROVED THE HOMEOWNERS REQUEST ARE SUBJECT TO REMOVAL AT OWNERS COST. ANY LITIGATION COMMENCED DUE TO THE APPROVAL OR NON APPROVAL OF ARCHITECTURAL STANDARDS AND GUIDELINES WILL BE BORN BY THE HOMEOWNER.

PARK IMPERIAL COMMUNITY ASSOCIATION

Architectural Standards - Gates

As of January 18, 2021

ARCHITECTURAL REQUEST FORM MUST BE SUBMITTED FOR ARCHITECTURAL COMMITTEE AND HOA BOARD APPROVAL FOR ANY WORK DONE ON UNITS PATIO GATES AND DOORS.

Entry Security Doors: No metal (or other material) security doors at entrances of units or on windows, doors or sliders. No security bars on any doors or windows. ANY replacement of any exterior doors, windows or sliders requires the removal of security doors or gates and security window bars.

Patio Gates: The HOA is responsible for painting of patio gates. Maintaining gates in good working order and any repairs are responsibility of homeowner. At time of painting HOA may choose to remove the top scroll and any other scroll or decorative work it chooses to in order to bring gates in line with architectural standards below.

Main Living Room Patio Gate: Any replacement or major maintenance work being done on gate other than routine maintenance or touch up painting would require removing all scroll work / decorative metals. Gates would be top and bottom bar with vertical bars, similar in scope and style as complex entry gates. Metal backing **MUST** be applied, either **solid or perforated at owners discretion**, (Perforation: 3/32" round on 5/32" staggered centers) with metal backing attached to the **INSIDE** of gate (facing the condo). Gates must match the size of the walls. Paint color same as complex gates.

Kitchen Utility Patio & Bedroom Patio: Any replacement or major work being done on gate other than routine maintenance or touch up painting would require removing all scroll work / decorative metals. Gate would be top and bottom bar with vertical bars, similar in scope and style as complex entry gates. **SOLID metal backing MUST be applied (no perforated)** with metal backing attached to the **INSIDE** of gate (facing the condo). Paint color same complex gates.

The idea behind gate metal backing is that from the "public view" all gates structure should be visible (the bars) and the metal backing be behind the gate structure. Small utility patios must be solid metal backing so that from the "public view" no garbage/recycling or other utility items are exposed to public view.

Gate Handle and Lock: Should resident request patio gate handle and/or lock it must be of minimal size. Round or square cylinder lock with Orb or single lever handle. (See acceptable front door handles/locks for specifics and same finish)

Paint: see Architectural committee for paint sheen, color codes and brand.

PARK IMPERIAL NORTH AIR CONDITIONING (HVAC) PROCEDURES:

Replacing your HVAC (Heating, Ventilation and Air Conditioning) system may be one of the more expensive maintenance items you incur. To assist you in making this as easy as possible the procedures below should help guide you through the process.

- Complete Architectural Variance Request (AVR) which can be printed from PIN's website. Ensure the AVR has details regarding the make and model of the new unit, including the manufacturer's dimensions of the unit. Include picture of the new unit and specifications sheet. A diagram must also be included showing the addition, modification, or removal of any ductwork on the roof including dimensions and locations. Homeowner to supply the name and contact information for their HVAC installation company.
- Request from the HOA Management Company the contact information for the HOA roofing company. The HOA roofing co. MUST inspect the roof prior to any work being started. You may want to schedule a meeting with the HOA roofer and your HVAC contractor.
- HOA roofing company will inspect the roof around the current HVAC unit. The roofing company will take photographs around the existing unit.
- The roofing company will also look to see if a new platform needs to be installed prior to the HVAC unit going on top. The platform height must not exceed the minimum height required by the current code. Homeowner to confirm this with the roofing company.
- The roofing company will send the homeowner a bid for the required roof work. (This would entail any re-foaming and sealing of the roof after the new unit is installed.) (Copy of homeowner signed approved bid submitted HOA management company.)
- Old HVAC unit is removed. The homeowners HVAC company to then build a platform if required per the roof company inspection.
- Upon completion of the platform, the new HVAC unit is installed along with all exterior ductwork.
- Upon completion of new HVAC and ductwork, the roofer is to be notified by the homeowner and will come to complete the required roof work around the area, including roof foam / sealant around the platform. It is recommended that the homeowner also have any exterior ductwork foamed as well.
- HVAC company then coordinates the completion of any Palm Springs city permits.

Replacing your air conditioner requires the use of a crane to place it on the roof. Getting quotes, HOA approval processes and scheduling of the contractor may take a few weeks. Though the Arch committee/board will work to expedite HVAC AVR approval, NO work may proceed prior to signed AVR approval is returned to you.

We MUST follow these rules concerning the use of the HOA designated roofer so that we don't violate the existing roof warranty for the complex.

A goal of the HOA is to minimize HVAC heights to preserve views as much as possible therefore any unit that sits above a minimal height platform may not be approved without looking at other options and additional input between the Arch committee / HOA board and homeowner / HVAC contractor.

7/2023

PARK IMPERIAL COMMUNITY ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

SOLAR ENERGY SYSTEMS POLICY

(Effective: January 9, 2024)

1. In compliance with California Law, including Civil Code Sections 714, 714.1 and 4746, an application and prior architectural approval are required when changing or installing new solar energy equipment. The application must include drawings showing the location, description and size of all panels, inverters and other equipment, including visible cabling, conduit, attachments, flashing, hardware, etc., as well as the dimensions and location of the proposed installation. Owners may install solar energy systems only on the roof above their own residence.
2. The Association may require a solar site survey to be prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems. Any such survey shall determine usable solar roof areas and an equitable allocation of the usable solar roof among all owners sharing the same roof. Homeowners may install solar energy systems only on their equitable share of the roof of the building structure (within which the applicant homeowner's unit is located) per the site survey. The Association may determine to have its own solar site survey and allocation of usable solar roof area performed. If the Association has previously obtained a solar site survey or an allocation of the usable solar area, any applicant homeowner within that building will be required to abide by the prior determination regarding the equitable allocation of the usable solar roof area. The Board may also determine that it is reasonable to change a previous allocation of the usable solar roof areas in its reasonable business judgment.
3. As part of the application, the applicant homeowner will also be required to provide proof to the Association that the homeowner provided notice of the application to each owner of a unit located within the same building. Applicant owners should be prepared to provide proof of mailing or delivery of the notice, including but not limited to signatures from the owners who received the notice, certified mail return receipts, etc.
4. As part of the application and approval process, the applicant homeowner will also be required to demonstrate compliance with the applicable City of Palm Springs permitting requirements. The applicant homeowner must follow the City's submittal requirements, review and approval requirements, plan review process, payment of fees and obtain a final inspection. It is the applicant homeowner's responsibility to strictly adhere to the requirements of the City of Palm Springs. All necessary information should be obtained by consulting with the City, not the Board, Architectural Committee or management.
5. Written approval by the Architectural Committee is required prior to any type of work or installation. Approval will be based on compliance with this policy and provisions of the Association's governing documents, compliance with the City of Palm Springs requirements and California law.
6. Solar energy equipment includes all panels; inverters; cabling; conduit; attachments; flashing; hardware; and any other related elements (collectively referred to herein as "Solar Energy System"). The Solar Energy System should have a profile as low as functionally practical given requirements for efficient operation of the equipment. The maximum height of the solar panels shall not exceed 18". Panels and collectors should be located, if

possible, so they are not visible from the street or Common Areas. Visible components should be painted to match adjacent surfaces. Long runs of, cabling, conduit or other installations should be condensed and concealed as much as possible, and painted to match the adjacent surfaces.

7. All Solar Energy Systems must comply with applicable zoning regulations, the Uniform Building Code, and the state laws concerning efficient placement of all components. All installed Solar Energy Systems must be certified by the Solar Rating Certification Corporation ("SRCC") or other nationally recognized certification agencies. The certification must be for the entire Solar Energy System and installation. All work must be performed by licensed contractors, including the solar installation, electrical installation or other work.
8. The homeowner shall be responsible for any and all damage to any part of the structure, roof, interior or exterior caused by the installation of the Solar Energy System. All maintenance, repair, and replacement of the Solar Energy System are the responsibility of the homeowner. The homeowner is responsible for any damage to the roof or structure caused by the installation and its weight and for damage caused by wind, heat and/or moisture related to the Solar Energy System. The homeowner is also responsible for any damage to the electrical and any other utility installations cause by the installation or use of the Solar Energy System.
9. The homeowner must consult with the Association's roofing contractor at the homeowners' expense prior to installation of the Solar Energy System to determine the condition of the roof, and whether the roof condition will be adequate for the installation. If any roof warranty or guarantee is voided or impaired by the installation or maintenance of the Solar Energy System, the homeowner will then be completely responsible for the future maintenance, repair or replacement of the entire roof.
10. The homeowner will be required to provide a deposit of \$2,500 to the Association prior to installation of the Solar Energy System to pay for any damage to the Association's Common Areas or any portion of the building for which the Association is responsible to repair, maintain or replace. After inspection, confirmation and repair of any damage for which the Association is responsible, any unused portion of the deposit will be returned to the homeowner. If there is greater damage than the amount of the deposit, the homeowner understands and agrees that Association will levy a Reimbursement Assessment against his/her account sufficient to cover the additional cost.
11. The homeowner will be responsible to maintain at all times a policy of liability insurance with limits acceptable to Association and to provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter.
12. The homeowner will disclose to potential buyers the existence of the Solar Energy System and the related responsibilities of the homeowner, pursuant to Civil Code Section 4746.
13. The homeowner is responsible for all costs involved in removing and replacing the Solar Energy System and accessories to allow for maintenance, repair and replacement of the roof by the Association. The homeowner will also be responsible to remove the Solar Energy System at the time of sale of the residence, unless the successor owner is willing to continue to be responsible for the Solar Energy System.

14. Prior to the installation and construction of the Solar Energy System, and as a condition of its approval, the homeowner must enter into a recorded covenant, making the homeowner and all future owners of the Unit responsible for the maintenance, repair, and replacement of the Solar Energy System, and any damage to the Common Area or to any portion of the building which the Association is responsible to maintain, repair, or replace, caused by or related to the installation, use, maintenance, repair, or replacement of the Solar Energy System; and agreeing to indemnify or reimburse the Association and/or other members for loss or damage caused by the installation, use, maintenance, repair, replacement or removal of the Solar Energy System. The covenant will also state that the homeowner is responsible for costs involved in moving the Solar Energy System and accessories for maintenance, repair and replacement of the roof or upon sale if required. The covenant will also require the homeowner to maintain at all times a policy of liability insurance with limits acceptable to Association; to provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter; and to disclose to potential buyers the existence of the Solar Energy System and the related responsibilities of the homeowner, pursuant to Civil Code Section 4746. In addition, the covenant will require that, if a Solar Energy System is no longer in use, the homeowner shall remove all components of the Solar Energy System and shall bear the costs incurred by the Association to restore the roof to its previous condition.
15. The owner applicant will be charged for all attorney, notary and recording fees associated with the solar energy equipment installation (approx. \$300.00).

**PARK IMPERIAL COMMUNITY ASSOCIATION
ARCHITECTURAL VARIANCE REQUEST**

UNIT ADDRESS: _____ UNIT NUMBER: _____ DATE: _____

HOMEOWNER(S): _____ PHONE: _____

MAIL ADDRESS: _____ EMAIL: _____

PROPOSED
CHANGE: _____

You are hereby advised that the above-described work is proposed for the above-described unit and approval thereof is requested.

Attached are _____ sets of drawings of the work to be done and a complete description of the materials to be used.

I/We understand that building permits for home improvements are required by the City of Palm Springs, and the cost of the permits, the responsibility for obtaining the permits and subsequent inspections will be borne by the applicant.

I/We acknowledge that all approved changes in the original design will be at our expense, that any damage to or relocation of existing sprinkler systems, underground utilities, building structure, exterior landscaping or any other damage resulting from implementation of these permitted improvements will be at the applicants expense.

The work will require _____ days from start to completion.

I/We understand and agree that it is the applicant's responsibility to advise any subsequent owner of the modifications and any subsequent maintenance responsibility.

Signature(s) of all owners: _____ Date: _____

_____ Date: _____

_____ Date: _____

Please mail completed application along with any manufacturer's spec sheets and or paint color chips to:
Park Imperial Community Association
c/o Powerstone Property Management
74770 Highway 111, Suite 103
Indian Wells CA 92210
(760) 797-7797

The above request has been reviewed by the Architectural Committee on _____ and has been:

APPROVED () REJECTED () PENDING FURTHER INFORMATION ()

COMMENTS: _____

Approved by _____ Date: _____ (Permit Expires) _____
(Architectural Comm. Chairman)

Completed work inspected by: _____ Date: _____

(Architectural Committee)

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

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

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

Property Address: _____

Owner of Property: _____

Owner's Mailing Address: _____

(if known or different from property address)

Provider of the **Section 4525** Items:

Sylvia Gracia	Escrow	Powerstone Property Management	10-05-2022
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)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$30.00	
CC&Rs	Section 4525(a)(1)	\$55.00	
Bylaws	Section 4525(a)(1)	\$40.00	
Operating Rules	Section 4525(a)(1)	\$35.00	
Age Restrictions, if any	Section 4525(a)(2)		Refer to the Demand
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$45.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$45.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to the Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		Refer to the Demand
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		Refer to the Demand
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to the Demand
Required Statement of Fees	Section 4525	\$260.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$100.00	
Total fees for these documents:		\$ \$610.00	

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

This is the minimum document offering required to meet CA Statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.